PROCUREMENT NOTICE

State of Connecticut

Department of Social Services

Connecticut Behavioral Health Partnership (CT BHP) Administrative Services Organization

REQUEST FOR PROPOSALS (RFP) CT BHP ASO RFP 05172021

The State of Connecticut, Department of Social Services (DSS or Department), is seeking proposals from Respondents qualified to serve as an Administrative Services Organization (ASO) for Connecticut HUSKY Health Behavioral Health Services with a primary site of operations in Connecticut, where it will administer all daily functions related to behavioral health services in Connecticut's HUSKY Health Program. Connecticut HUSKY Health includes both Medicaid and the Children's Health Insurance Program (CHIP).

The primary goals for the ASO are to:

- Facilitate access by Members to high quality services, under a recovery model that is informed by people with lived experience;
- Coordinate behavioral health with other needed Medicaid services; and
- Improve Member health outcomes and care experience.

HUSKY Health behavioral health benefits are co-managed through a unique cross-agency initiative called the Connecticut Behavioral Health Partnership (CT BHP). The CT BHP includes the Departments of Social Services (DSS), Children and Families (DCF), and Mental Health and Addiction Services (DMHAS) with the option to include other state agency partners.

The term of the contract shall be three (3) years and is anticipated to begin on April 1, 2022 (with an additional six month transition phase beginning on October 1, 2021) and continue through March 31, 2025. There shall be two (2) one-year options that may be exercised at the sole discretion of the Department.

The request for proposals (RFP) is available in electronic format on the following websites:

- CTsource Bid Board: https://portal.ct.gov/DAS/CTSource/BidBoard
- Department of Social Services: http://www.ct.gov/dss/rfp
- Department of Children and Families: https://portal.ct.gov/DCF/Behavioral-Health-Partnership/Home
- Department of Mental Health and Addiction Services: https://www.ct.gov/dmhas/cwp/view.asp?q=335348

The DSS is an Equal Opportunity/Affirmative Action Employer. Deaf and hearing-impaired persons may use a TYY by calling 1-800-671-0737. The DSS reserves the right to reject any and all proposals or cancel this procurement at any time if it is deemed in the best interest of the State of Connecticut.

Questions or requests for information in must be directed to the Department's Official Contact.

Jean Miller

Connecticut Department of Social Services Contract Administration Unit 55 Farmington Avenue Hartford, CT 06105 E-mail: DSS.Procurement@ct.gov

The deadline for submission of proposals is July 7, 2021 2:00 p.m. Eastern Standard Time.

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SECTION I. GENERAL INFORMATION

A. INTRODUCTION

1. **RFP Name and Number.** Connecticut Behavioral Health Partnership Administrative Services Organization Request for Proposals, CT_BHP_ASO_RFP_05172021.

2. Summary.

The Department is seeking to contract with a qualified entity to serve as an ASO and partner with the CT BHP in administering HUSKY Health behavioral health benefits in a manner that ensures that Members have equitable access to medically necessary behavioral health services, including the Medicaid substance use disorder service continuum, and fulfills goals around quality, cost, and administrative efficiency. To fulfill this, the Department expects the entity with which it contracts to ensure development and maintenance of a robust provider network; facilitate access to and appropriate utilization of high quality, culturally and linguistically appropriate, covered behavioral health services which are equitably accessible to underserved, socially disadvantaged, and ethnically diverse groups; provide effective Member and provider support, outreach and education; provide intensive care management for HUSKY Health Members with complex needs; and collaborate effectively in support of comprehensive, well-coordinated service integration with the HUSKY Health medical and dental ASOs to address members' co-morbid behavioral and physical health care needs. Note that the resultant Contractor will serve HUSKY Health Members and will also provide utilization management for II CAPS for individuals in the DCF Limited Benefit.

The Department expects the resultant Contractor to ensure administrative efficiency and cost-effectiveness; be accountable to all program requirements; and to collect, analyze, report out on and use program data for continuous quality improvement.

In support of the above, the Department is requesting proposals from qualified Respondents to provide the services of an administrative services organization. The Department is seeking innovative, forward-thinking, and dynamic proposals that manifest commitment and capacity around recovery, care delivery, payment reforms, and technology solutions.

The resultant Contractor shall work with the Department to support recovery and early identification/intervention, enhance communication between various stakeholders in the HUSKY Health behavioral health system, identify and address service gaps, recruit and retain both traditional and non-traditional providers (e.g., Supportive Housing Providers for the Connecticut Housing Engagement and Support Services (CHESS) initiative that is anticipated to be implemented in 2021, intensive in-home treatment for children and families, and providers of other non-traditional behavioral health-related initiatives), monitor quality of care within the provider network, and provide data-driven information related to the status of the service system and the various populations served.

As the behavioral health ASO, the resultant Contractor shall ensure high quality and timely access to community based behavioral health services that are culturally and linguistically compatible with Medicaid and CHIP Members in Connecticut.

3. **Commodity Codes:** The services that the Departments wish to procure through this RFP are as follows:

85000000: Healthcare Services

80000000: Management and Business Professionals and Administrative Services

■ B. STAKEHOLDERS

The primary stakeholders for this procurement are:

- Department of Social Services (DSS)
- Department of Children and Families (DCF), and
- Department of Mental Health and Addiction Services (DMHAS)

The three Departments through a joint initiative operate the Connecticut Behavioral Health Partnership (CT BHP) established pursuant to state statute at section 17a-22h of the Connecticut General Statutes with the option to include other state agency partners at the discretion of the Departments.

DSS is the contracting agency for this procurement pursuant to the authority of sections 17a-22f(a)(1) and 17b-261m(a) of the Connecticut General Statutes.

B.1. Department of Social Services Overview

The Department of Social Services (DSS) delivers and funds a wide range of programs and services as Connecticut's multi-faceted health and human services agency. DSS serves about 1 million residents of all ages in all 169 Connecticut cities and towns. We support the basic needs of children, families, older and other adults, including persons with disabilities. Services are delivered through 12 field offices, central administration, and online and phone access options. With service partners, DSS:

- provides federal/state food and economic aid, health care coverage, independent living and home care, social work, child support, home-heating aid, protective services for older adults, and more vital service areas.
- supports the health of over 980,000 residents¹ through HUSKY Health (Medicaid & Children's Health Insurance Program), including medical, dental, behavioral health, prescription medications, long-term services and supports.
- helps over 474,000 residents² afford food and supports Connecticut's economy with federally-funded Supplemental Nutritional Assistance Program (SNAP).

The Department is headed by the Commissioner of Social Services and there are two Deputy Commissioners, a Deputy Commissioner for Finance and Administration and a Deputy Commissioner for Program and Operations.

Department Vision

"Guided by our shared belief in human potential, we envision a Connecticut where all have the opportunity to be healthy, secure and thriving."

Department Mission

"We, along with our partners, provide person-centered programs and services to enhance the well-being of individuals, families and communities."

Notable for this procurement, pursuant sections 17b-2, 17b-260, and 17b-292 of the Connecticut General Statutes, the Connecticut Department of Social Services (DSS) is the single state agency for the administration of Connecticut Medicaid and the Children's Health Insurance Program (CHIP). Medicaid and CHIP are collectively described as the HUSKY Health Program. Within DSS, HUSKY

² State Fiscal Year 2020

¹ State Fiscal Year 2020

Health is managed by the Division of Health Services (DHS). For more information please check the <u>Husky Health inserted here</u> in as a hyperlink.

B.2 Department of Children and Families

The Connecticut Department of Children and Families (DCF), established under Section 17a-2 of the Connecticut General Statutes, is one of the nation's few consolidated agencies serving children under the age of eighteen and their families. DCF was established as Connecticut's consolidated children's agency in 1974 and, pursuant to section 17a-3 of the Connecticut General Statutes, serves as an umbrella organization for child welfare/protective services, mental health, substance use, early childhood services and prevention.

The Department is headed by the Commissioner and there are two Deputy Commissioners, a Deputy Commissioner of Administration and a Deputy Commissioner of Operations.

Department Mission

"Partnering with communities and empowering families to raise resilient children who thrive" illustrates the Department's commitment to work in partnership to ensure a holistic understanding of what families need and deserve.

To support the mission, the Department has adopted five strategic goals that direct both policy and operations:

- 1. Safety keep children and youth safe, with focus on the most vulnerable populations.
- 2. Permanency connect systems and processes to achieve timely permanency.
- 3. Racial Justice eliminate racial and ethnic disparate outcomes within our department.
- 4. Well-being contribute to child and family well-being by enhancing assessments and interventions.
- 5. Workforce engage our workforce through an organizational culture of mutual support.

For more information on DCF services please check the hyperlink inserted herein.

B.3 Department of Mental Health and Addiction Services

The Department of Mental Health and Addiction Services (DMHAS) is the mental health and addiction authority for the State of Connecticut pursuant to Sections 17a-450 through 17a-749 of the Connecticut General Statutes. DMHAS is responsible for health promotion and the prevention of mental health and substance use disorders for all Connecticut citizens and treatment of mental illness and substance use disorders for adults eighteen years and older living in Connecticut. The single overarching goal of DMHAS is promoting and achieving recovery and health for individuals through a quality-focused, culturally responsive and recovery-oriented system of care. DMHAS has focused its efforts on greater involvement of persons in recovery in the planning and development of services, expanding system capacity through better care management of persons in treatment, promoting age, gender, sexual orientation and culturally responsive services, and strengthening supportive community-based services.

Department Vision

DMHAS' vision is based on the following underlying values:

- 1. The shared belief that recovery from behavioral health disorders is possible and expected;
- 2. An emphasis on the role of positive relationships, family supports, and parenting in maintaining recovery, achieving sobriety and promoting personal growth and development;

- 3. The priority of an individual's or family's goals in determining their pathway to recovery, stability and self-sufficiency:
- 4. The importance of cultural capacity, cultural competence, and age and gender-responsiveness in designing and delivering behavioral health services and recovery supports. Cultural capacity is defined as respectful and sensitive services that employ racial, cultural, age, gender and sexual orientation consideration;
- 5. The central role of hope and empowerment in changing the course of individuals' lives; and
- 6. The necessity of state agencies, community providers, individuals in recovery and recovery communities coming together to develop and implement a comprehensive continuum of behavioral health promotion, prevention, early intervention, treatment and rehabilitative services.

Department Mission

To promote the overall health and wellness of persons with behavioral health needs through an integrated network of holistic, comprehensive, effective, and efficient services and supports that foster dignity, respect, and self-sufficiency in those we serve.

For more information about **DMHAS**' services please check the hyperlink inserted herein.

■ C. ABBREVIATIONS / ACRONYMS / DEFINITIONS

APRN	Advanced Practice Registered Nurse
ASAM	American Society of Addiction Medicine

ASD Autism Spectrum Disorder

ASO Administrative Services Organization AVR Automated Voice Response System

BFO Best and Final Offer

C.G.S. Connecticut General Statutes

CHESS Connecticut Housing Engagement and Support Services

CHIP Children's Health Insurance Program

CHRO Commission on Human Rights and Opportunities (CT)

CM Case Management

CMS Centers for Medicare and Medicaid Services (US)

CTBHP Connecticut Behavioral Health Partnership
DAS Department of Administrative Services (CT)
DCF Department of Children and Families (CT)

DMHAS Department of Mental Health and Addiction Services (CT)

DSS Department of Social Services (CT)

ED Emergency Department

FOIA Freedom of Information Act (CT)

HEDIS Health Effectiveness Data and Information Set
HIPAA Health Insurance Portability and Accountability Act

ICM Intensive Care Management

IICAPS Intensive In-Home Child and Adolescent Psychiatric Services

IS Information System LOC Level of Care

LCSW Licensed Clinical Social Worker LMHA Local Mental Health Authority

MAR Management and Administrative Reporting Subsystem

MH Mental Health

MMIS Medicaid Management Information System NCQA National Committee for Quality Assurance

OAG Office of the Attorney General (CT)
OPM Office of Policy and Management (CT)

PCP Primary Care Provider POS Purchase of Service

PRTF Psychiatric Residential Treatment Facility

QIO Quality Improvement Organization

QM Quality Management
RFP Request for Proposals
SUD Substance Use Disorder
SED Serious Emotional Disturbance

SEEC State Elections Enforcement Commission (CT)
SUR Surveillance and Utilization Review Subsystem

TTY Teletypewriter

UM Utilization Management

URAC Utilization Review Accreditation Commission

U.S. United States

Administrative Services Organization (ASO): An organization providing statewide utilization management, quality management, benefit information and intensive care management services within a centralized information system framework.

<u>Adult</u>: Person 18 years of age or older. However, note that, pursuant to EPSDT, certain requirements related to age are divided between individuals under age 21 and those age 21 and over.

Agent: An entity with the authority to act on behalf of DMHAS or DSS or DCF.

American Society of Addiction Medicine (ASAM) Criteria: Guidelines established by ASAM for placement, continued stay, transfer, or discharge of patients with SUD and co-occurring conditions, which are widely used and comprehensive.

<u>Behavioral Health Partnership ("Partnership" or "CT BHP")</u>: An integrated behavioral health service system developed and managed by the Commissioners of Social Services, Children and Families, and Mental Health and Addiction Services for HUSKY Part A, B, C, and D Members, and children enrolled in the Voluntary Care Management Program funded by the Department of Children and Families.

<u>Behavioral Health Services</u>: Services that are necessary to diagnose, correct or diminish the adverse effects of a psychiatric and/or substance use disorder (e.g., Opioid Use Disorder, Alcohol Use Disorder).

<u>Care Coordination</u>: A Contractor-mandated service provided voluntarily to Members with complex behavioral health service needs. Services are optional for the Member and include assessment, advocacy, referral, linkage and coordination of wrap- around services according to an individualized recovery plan incorporating the input of individuals and their families or other natural supports. Services are provided in the community, and a primary goal is to assist Members and their families in gaining access to needed behavioral health, medical, social, educational or other recovery support services. DMHAS and DCF provide and or fund services that are field-based and that typically involve considerable direct, face-to-face Member contact.

<u>Case Management (CM)</u>: Services whose primary aim is assessment, evaluation, planning, linkage, support and advocacy to assist individuals in gaining access to needed medical, social, educational or other services. DMHAS and DCF provide and or fund case management services that are field-based and that typically involve considerable direct, face-to-face client contact; DCF uses the term care coordination to describe these services.

<u>Centers for Medicare & Medicaid Services (CMS)</u>: The Centers for Medicare & Medicaid Services (CMS), formally known as the Health Care Financing Administration (HCFA), is a division within the United States Department of Health and Human Services. CMS oversees the Medicaid program and CHIP.

<u>Children</u>: Individuals under eighteen (18) years of age. However, note that, pursuant to EPSDT, certain requirements related to age are divided between individuals under age 21 and those age 21 and over.

<u>Children's Health Insurance Program (CHIP):</u> Services provided in accordance with Title XXI of the federal Social Security Act, operated as HUSKY B in Connecticut.

<u>Clinical Management</u>: The process of evaluating and determining the appropriateness of the utilization of behavioral health services as well as providing assistance to clinicians or Members to ensure appropriate use of resources. It may include, but is not limited to, prior authorization, concurrent review, and retroactive medical necessity review; discharge review; retrospective utilization review; quality management; outlier management; provider certification; and provider performance enhancements

Connecticut Housing Engagement Support Services (CHESS): An evidence-based Medicaid state plan home and community-based services supportive housing benefit under section 1915(i) of the Social Security Act anticipated to be launched in 2021, which is designed to improve housing stability and health outcomes and reduce unnecessary costs for Medicaid members who meet specified targeting criteria and needs-based criteria.

<u>Commissioners</u>: The statutory leaders, appointed by the Governor of the State of Connecticut, in charge of the Departments of Social Services, Children and Families Services, and Mental Health and Addiction Services.

<u>Community Collaborative</u>: A local consortium of health care providers, parents and guardians of children with behavioral health needs, and service and education agencies that have organized to develop coordinated, comprehensive community resources for children or youth with complex behavioral health service needs and their families in accordance with principles and goals of Connecticut Community KidCare.

<u>Concurrent Review</u>: Review of the medical necessity and appropriateness of behavioral health services on a periodic basis during the course of treatment.

<u>Consultant</u>: A corporation, company, organization or person or their affiliates retained by the Departments to provide assistance in this project or any other project; not the Contractor or subcontractor.

<u>Contract Manager</u>: The State of Connecticut employee designated by the Departments responsible for fulfilling the administrative responsibilities associated with this contract.

<u>Contractor</u>: A private provider organization, defined as a non-state entity that is either nonprofit or proprietary corporation or partnership, Connecticut State or municipality entity that enters into a contract with the Department as a result of this RFP.

<u>Culturally Competent or Cultural Competence or Culturally Appropriate</u>: A health care approach that is broadly defined as the ability of providers and organizations to understand and integrate factors such as race, ethnicity, language, gender, socioeconomic status, physical and mental ability, sexual orientation, and occupation into the delivery and structure of the health care system and that provides services in a manner that addresses cultural needs.

<u>Data Analytics</u>: The process of inspecting, cleaning, transforming, and modeling data with the goal of discovering useful information, suggesting conclusions, and supporting decision-making.

<u>Day</u>: Except where the term "business days" is expressly used, all references in this contract will be construed as calendar days.

Department: When used singularly, refers to the Department of Social Services (DSS).

<u>Departments</u>: The Department of Social Services (DSS), Department of Children and Families (DCF), and the Department of Mental Health and Addiction Services (DMHAS), or their agents.

Early and Periodic Screening, Diagnostic and Treatment (EPSDT): The Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Program described in and required pursuant to section 1905(r) of the Social Security Act, is a key child health component of Medicaid for all Medicaid Members under age 21. It is federally required for the Medicaid program and is designed to improve the health of Medicaid Members under age 21, by ensuring appropriate and necessary health care services. Services include periodic comprehensive health screenings, immunizations, inter-periodic encounters, vision services, dental services, hearing services, other diagnostic and treatment services, and special services. EPSDT services include case management, appointment scheduling assistance and coordination of non-emergency medical transportation, as well as making and facilitating referrals and development and coordination of a plan of services that will assist Medicaid Members under 21 years of age in gaining access to needed medical, social, educational, and other services. EPSDT services also include access to services that are not otherwise covered under the Medicaid State Plan but are optional services under section 1905(a), and which, pursuant to section 1905(r)(5) are required to be covered for an individual Medicaid Member under age 21 if it is medically necessary for that Medicaid Member and otherwise meets EPSDT requirements.

<u>Eligible</u>: Eligible means that the individual has been approved by the Department for membership in HUSKY Health and is entitled to services under the Partnership or a particular program included under the Partnership.

Emergency Department (ED): A hospital emergency department (ED), also known as accident & emergency (A&E), emergency room (ER), or casualty department, is a medical treatment facility specializing in acute care of patients who present without prior appointment, either by their own means or by ambulance. The emergency department is usually found in a hospital or is a separate location operated by a hospital.

<u>Evidence-Based Practices (EBP)</u>: Treatment services that have met strict scientific standards of effectiveness, and that require intensive training and supervision to ensure fidelity to the model.

<u>Family</u>: Family means a child or youth with behavioral health needs and their immediate caregivers who may be comprised of biological parents, kin, foster parents, or other adults to whom legal custody or guardianship has been given and who have primary responsibility for providing continuous care to such child or youth. For adults, family refers to the individual's chosen natural support system which may include biological relatives, significant others, friends, and other supports.

<u>Gender Identity</u>: One's innermost concept of self as male, female, a blend of both or neither in terms of how individuals perceive themselves and what they call themselves. One's gender identity can be the same or different from their sex assigned at birth.

<u>Health Disparities</u>: A particular type of health difference that is closely linked with social or economic disadvantage. Health disparities adversely affect groups of people who have systematically experienced greater social and/or economic obstacles to health and/or a clean environment based on their racial or ethnic group; religion; socioeconomic status; gender identity; age; mental health; cognitive, sensory, or physical disability; sexual orientation; geographical location; or other characteristics historically linked to discrimination or exclusion.

<u>Health Equity</u>: The absence of health disparities. Health equity is achieved when every person has the opportunity to attain their full health potential without disadvantage because of social position or other socially determined circumstances.

<u>Health Effectiveness Data and Information Set (HEDIS)</u>: A standardized performance measurement tool promulgated by the National Committee for Quality Assurance (NCQA) that enables users to evaluate quality based on the following categories: effectiveness of care; Contractor stability; use of services; cost of care;

informed health care choices; and Contractor descriptive information.

<u>Health Insurance Portability and Accountability Act of 1996 (HIPAA)</u>: Federal law that protects individual's medical records and other personal health information.

<u>HUSKY Health</u>: HUSKY Health is the State of Connecticut's Medicaid and Children's Health Insurance Programs, which is also known as the Connecticut Medical Assistance Program (CMAP) and includes the following broad coverage groups: HUSKY A (Medicaid coverage groups for children/parents/relative caregivers/pregnant women); HUSKY B (Children's Health Insurance Program – please note: not a Medicaid coverage group); HUSKY C (Medicaid coverage groups for the Aged/Blind/Disabled); HUSKY D (Medicaid coverage groups for Low-Income Adults, also known as the Medicaid expansion population, which was established by the Patient Protection and Affordable Care Act) and Medicaid Limited Benefit groups (including, but not limited to, as applicable, Tuberculosis Family Planning.

<u>Intensive In-Home Child and Adolescent Psychiatric Services</u>: Category of services currently covered as rehabilitation services for eligible Medicaid Members and eligible members of the DCF Limited Benefit.

<u>Key Personnel</u>: Key management personnel are employees who have the authority to directly or indirectly plan and control business operations.

<u>Intensive Care Management (ICM):</u> Specialized care management or care coordination techniques that are implemented when an individual experiences barriers to treatment and/or recovery.

<u>Level of Care (Guidelines)</u>: Level of care is the amount of assistance/services required to meet Member needs based on medical necessity to ensure health or safety. Level of Care Guidelines are a set of objective and evidence-based behavioral health criteria used to standardize coverage determinations, promote evidence-based practices, and support Members' recovery and resiliency.

<u>DCF Limited Benefit</u>: Limited benefit group is a DCF operated program for children and adolescents with behavioral health disorders who are not otherwise committed to or involved with that Department. The Contractor will be responsible for providing Clinical Management for IICAPS for individuals eligible for the DCF Limited Benefit.

<u>Local Mental Health Authority (LMHA)</u>: A private non-profit organization or a DMHAS state-operated agency that is responsible for the coordination and direct provision of care for adults with severe and persistent mental health disorders or co-occurring substance use disorders.

<u>Medicaid</u>: The program operated by the Connecticut Department of Social Services under Title XIX of the federal Social Security Act, and related State and Federal rules and regulations.

Medicaid Management Information System (MMIS): DSS' automated claims processing and information retrieval system certified by CMS and operated by a contractor of DSS. It is organized into six function areas-Member, Provider, Claims, Reference, Management and Administrative Reporting subsystem (MAR) and Surveillance and Utilization Review subsystem (SUR).

Medically Necessary or Medical Necessity: As defined in Connecticut General Statute Section 17b-259b, for the purposes of the HUSKY Health program, medically necessary or medical necessity means: "(a) Those health services required to prevent, identify, diagnose, treat, rehabilitate or ameliorate an individual's medical condition, including mental illness, or its effects, in order to attain or maintain the individual's achievable health and independent functioning provided such services are: (1) Consistent with generally-accepted standards of medical practice that are defined as standards that are based on (A) credible scientific evidence published in peer-reviewed medical literature that is generally recognized by the relevant medical community, (B) recommendations of a physician-specialty society, (C) the views of physicians practicing in relevant clinical areas, and (D) any other relevant factors; (2) clinically appropriate in terms of type, frequency, timing, site, extent and duration and considered effective for the individual's illness, injury or disease; (3) not primarily for

the convenience of the individual, the individual's health care provider or other health care providers; (4) not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the individual's illness, injury or disease; and (5) based on an assessment of the individual and his or her medical condition. (b)Clinical policies, medical policies, clinical criteria or any other generally accepted clinical practice guidelines used to assist in evaluating the medical necessity of a requested health service shall be used solely as guidelines and shall not be the basis for a final determination of medical necessity."

Member: An individual eligible for covered behavioral health services under HUSKY Health.

N-tier Architecture: A Multi-layer system for data architecture that separates the business logic, database, and middleware into distinct tiers.

<u>National Committee for Quality Assurance (NCQA)</u>: A not-for-profit organization that develops and defines quality and performance measures for managed care, thereby providing an external standard of accountability.

National CLAS Standards Culturally and Linguistically Appropriate Services (CLAS) are a set of 15 action steps "intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services."

<u>Outpatient Services</u>: Individual, family or group therapy provided in a non-inpatient (i.e. non-24 hour) care setting such as a physician's office, clinic, school, hospital outpatient department or a community health center.

<u>Partial Hospitalization Program (PHP)</u>: Treatment of less than 24 hours per day but typically lasting four (4) to six (6) hours per day, 3 to 5 days per week, provided to prevent the need for inpatient psychiatric hospitalization or as a step towards community reintegration. Treatment involves a distinct and organized, intensive ambulatory set of services provided by a hospital or a community mental health center, under the supervision of a physician.

<u>Peer Support Specialists</u>: Trained parents of children with behavioral health needs and adult/young adult Members in recovery who provide education and outreach to Members and families, to support engagement in treatment, navigation of the service system, and identification of natural supports. Peer Support Specialists for adults/young adults are trained individuals with lived recovery experience that provide support and advocacy.

<u>Predictive Analytics</u>: An area of data mining that deals with extracting information from data and using it to predict trends and behavior patterns.

<u>Predictive Modeling</u>: An approach used to create a statistical model for future behavior.

<u>Primary Care Provider (PCP)</u>: A licensed health care professional responsible for performing or directly supervising the primary care services of Members, which in general refers to a licensed physician, advanced practice registered nurse, or physician assistant who practices in primary care and in certain circumstances may also refer to licensed Obstetrician/Gynecologists and Certified Nurse Midwives responsible for performing or directly supervising the primary care services of Members.

<u>Prior Authorization</u>: Refers to the Contractor's process for approving payment for covered services prior to the delivery of the service or initiation of the plan of care based on a determination by the Contractor as to whether the requested service is medically necessary.

<u>Priority Populations</u>: Population groups which are priorities for health interventions due to significant health disparities related to demographic or environmental factors. Identifies where efforts and resources should be concentrated for interventions or other programs.

<u>Prospective Respondent</u>: A private organization, defined as a non-state entity that is either a nonprofit or a proprietary corporation or partnership, that may submit a proposal to the Departments in response to this RFP, but has not yet done so.

<u>Protected Health Information (PHI)</u>: Any information about health status, provision of health care, or payment for health care that is created or collected by a Business Associate and can be linked to a specific individual or Member.

<u>Provider</u>: A person or entity under an agreement with one or more of the Departments to provide services to Members.

Provider Network: Provider Network means all providers enrolled in HUSKY Health.

<u>Psychiatric Residential Treatment Facility (PRTF)</u>: A non-hospital inpatient psychiatric facility that provides 24-hour medical management and psychiatric and other therapeutic services to individuals under age 21.

<u>Quality Improvement Organization (QIO) or QIO-like entity</u>: An organization designated by CMS as a QIO or QIO-like entity (formerly PRO or PRO-like entity), with which a state can contract to perform medical and utilization review functions required by law.

<u>Quality Management (QM)</u>: The process of reviewing, measuring and continually improving the processes and outcomes of care delivery.

<u>Racial/Ethnic Minorities and Minority Populations</u>: The U.S. Department of Health and Human Services defines racial and ethnic minorities as American Indian and Alaska Native, Asian, Black or African American, Hispanic or Latino, and Native Hawaiian and Other Pacific Islander minority groups, e.g., disabled, low-income, etc.

<u>Readiness Review Document</u>: A document designed to examine a program or system to determine if the design is ready for go-live and if the resultant Contractor has accomplished adequate planning.

Recovery: Is what people experience themselves as they become empowered to achieve a meaningful life and a positive sense of belonging in their community (DMHAS, 2002). It is a non-linear process of development and growth, which emerges from hope; is person-driven; occurs in many pathways; is holistic; is supported by peers and allies as well as through relationships and social networks; is culturally-based and influenced; addresses trauma; involves individual, family and community strengths and responsibility; and, is based on respect.

<u>Registration</u>: The process of notifying the Departments or their agent of the initiation of a behavioral health service, to include information regarding the evaluation findings and plan of treatment, which may serve in lieu of authorization if a service is designated by the Departments as requiring notification only.

<u>Retrospective Chart Review:</u> A review of a Provider's patient charts to ensure that the Provider's documentation is consistent with the Department's utilization management policies and procedures and that patients are receiving quality behavioral health care services.

<u>Risk Stratification</u>: A statistical process to determine detectable characteristics associated with an increased chance of experiencing undesirable outcomes.

Sanction(s): A monetary penalty imposed for the failure to meet terms and conditions of the contract.

<u>Serious Emotional Disturbance (SED)</u>: SED is a term used in reference to children under the age of 18 with a diagnosable mental health problem that severely disrupts their ability to function socially, academically, and emotionally.

<u>Sexual Orientation</u>: An inherent or immutable enduring emotional, romantic or sexual attraction to other people.

<u>Social Determinants of Health (SDOH)</u>: The Social Determinants of Health (SDOH) are the conditions in which people are born, grow, live, work and age, and the systems put in place to deal with illness. These circumstances are in turn shaped by a wider set of forces, including the physical environment, economics, social policies, resources, and politics.

<u>Socioeconomic Status (SES):</u> Socioeconomic status is a measure of the relative influence wielded by an individual, family, or group as a result of their income, education, and occupation.

State Fiscal Year (SFY): July 1st through June 30th of the following calendar year.

<u>Subcontract</u>: Any written agreement between the Contractor and a third party that obligates the third party to perform any of the services required as a part of a contract with the Departments as a result of this RFP.

<u>Subcontractor</u>: An individual (other than an employee of the Contractor) or business entity hired by a Contractor to provide a specific health or human service as part of a contract with the Departments as a result of this RFP.

<u>Substance Use Disorders</u>: The recurrent use of alcohol and/or drugs resulting in clinically significant impairment, including health problems, disability, and failure to meet major responsibilities at work, school, or home. Such impairments are designated by specific diagnostic criteria listed in the Diagnostic and Statistical Manual of Mental Disorders (most recent edition). This includes Opioid Use Disorder (OUD), Alcohol Use Disorder (AUD) and other substance use disorders.

<u>Third Party</u>: Any individual, entity or program that is or may be liable to pay all or part of the expenditures for Medicaid furnished under a State plan.

<u>Utilization Management (UM)</u>: The prospective, retrospective or concurrent assessment of the medical necessity for the purpose of authorization of care to an individual within the State of Connecticut. UM is the evaluation of the appropriateness and medical need of health care services procedures and facilities according to evidence-based criteria or guidelines.

<u>Vendor</u>: Any party with which the Contractor has contracted to provide services to support its business, other than the clinical and administrative services that are required under this contract.

<u>Vulnerable Populations</u>: Populations who are at greater risk of experiencing poor health outcomes due to social and economic factors, such as place of residence, income, current health status, age, race/ethnicity, and distribution of wealth and resources.

<u>Warm transfer/hand off:</u> A process that allows the Contractor to transfer the caller directly to the individual who can assist the caller and, when such individual is available, to introduce the call in advance of executing the transfer and remain on the call as a participant. For example, if a Partnership Member calls the Contractor regarding transportation, it would be expected that the Contractor would contact the appropriate DSS transportation broker and transfer the caller directly

D. INSTRUCTIONS

 Official Contact. The Department has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the only authorized contact for this procurement and, as such, handles all related communications on behalf of the Departments. Respondents, prospective Respondents, and other interested parties are advised that any communication with any other Department employee(s) (including appointed officials) or personnel under contract to the Departments about this RFP is strictly prohibited. Respondents or prospective Respondents who violate this instruction may risk disqualification from further consideration.

Name: Jean C. Miller

Address: State of Connecticut, Department of Social Services

55 Farmington Ave., Hartford, CT 06105

E-Mail: DSS.Procurement@ct.gov

Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.

- **2. RFP Information.** The RFP, addenda to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:
 - CTsource Bid Board: https://portal.ct.gov/DAS/CTSource/BidBoard
 - Department of Social Services: http://www.ct.gov/dss/rfp
 - Department of Children and Families: https://portal.ct.gov/DCF/Behavioral-Health-Partnership/Home
 - Department of Mental Health and Addiction Services https://www.ct.gov/dmhas/cwp/view.asp?q=335348

Registering with State Contracting Portal. It is strongly recommended that Respondents register with the State of CT contracting portal at https://portal.ct.gov/DAS/CTSource/Registration if not already registered.

It is strongly recommended that any respondent or prospective respondent interested in this procurement check the CTsource Bid Board for any solicitation changes. Interested respondents may receive additional e-mails from CTsource announcing addendums that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP

3. Contract. The offer of the right to negotiate a contract pursuant to this RFP is dependent upon the availability of funding to the Department. The Department anticipates the following:

Number of Contracts: One (1) (can include subcontractors)

The term of the contract shall be for three (3) years and is anticipated to begin on April 1, 2022 (with an additional six month transition phase beginning October 1, 2021) and continue through March 31, 2025. There shall be two (2) one-year option extensions that may be exercised at the sole discretion of the Department.

- 4. Eligibility. Private organizations, defined as non-state entities that are either nonprofit, proprietary corporations, or partnerships that have a Connecticut location or a proposed Connecticut location for its business operations established within three (3) months of the resulting contract and is within a twenty (20) mile radius to downtown Hartford, Connecticut are eligible to submit proposals in response to this RFP. Individuals who are not a duly formed business entity are ineligible to participate in this procurement.
- 5. Minimum Qualification of Respondents. The Respondent shall have a minimum of three (3) consecutive years of experience managing an array of behavioral health services for individuals who have behavioral health needs that are financed by Medicaid, serving a minimum combined total of 100,000 Medicaid Members in one or more U.S. states or territories.

The Department reserve the right to reject the submission of any Respondent in default of any current or prior contract with DSS or the State of Connecticut.

6. Procurement Schedule. See below. Dates after the due date for proposals ("Proposals Due") are target dates only (*). The Department may amend the schedule, as needed. Any change will be made by means of an addendum to this RFP and will be posted on the State Contracting Portal and the Departments' RFP Web Page.

RFP Released: May 17, 2021
Deadline for Questions: June 1, 2021
Answers Released (tentative): June 14, 2021
Proposals Due: July 7, 2021

Award Decision (tentative): September 15, 2021
 Start-up Transition Phase: October 1, 2021
 (*) Full Implementation of Contract: April 1, 2022

- 7. Inquiry Procedures. All questions regarding this RFP or the Department's procurement process must be directed, in writing, to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally neither in person nor over the telephone. All questions received before the deadline will be answered. However, the Department will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFP or the procurement process will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. The Department may combine similar questions and give only one answer. All questions and answers will be compiled into a written addendum to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the addendum and duly noted as such. The agencies will release the answers to questions on the date established in the Procurement Schedule. The Department will publish any and all amendments and addenda to this RFP on the State Contracting Portal and on the Departments' RFP Web Pages. Proposals must include a signed Addendum Acknowledgement, which will be placed at the end of any and all addenda to this RFP.
- 8. Proposal Due Date, and Time.

The Official Contact is the only authorized recipient of proposals submitted in response to this RFP. Proposals <u>must</u> be <u>received</u> by the Official Contact on or before the due date and time

Due Date: July 7, 2021

Time: 2:00 p.m. Eastern Standard Time

The submission of the electronic copy of the proposal must be emailed to the Official Agency Contact for this RFP to DSS.Procurement@ct.gov.

The subject line of the email must read: RFP CT BHP ASO RFP 05172021

Proposals received after the due date and time will be ineligible and will not be evaluated. The Department will send an official letter alerting late respondents of ineligibility.

THIS IS AN ELECTRONIC SUBMISSION. Please be aware of the amount of time it may take for an electronic submission to be sent from one server and accepted by another server. Each file sent to the official contact, shall not be larger than 35 MB per e-mail.

The electronic copies of the proposal shall be compatible with Microsoft Office Word except for the Budget and Budget Justification, which may be compatible with Microsoft Office Excel. Only the required Forms identified in Section IV.B may be submitted in Portable Document Format (PDF) or similar file format.

The proposal **must** carry original signatures. Unsigned proposals <u>will not</u> be evaluated. The proposal **must** be complete, properly formatted and outlined, and ready for evaluation by the Evaluation Team.

- 9. Multiple Proposals. The submission of multiple proposals is not an option with this procurement.
- 10. Claim of Exemption from Disclosure. Respondents are advised that all materials associated with this request, procurement or contract are subject to the terms of the Freedom of Information Act, Conn. Gen. Stat. §§ 1-200 et seq. (FOIA). Although there are exemptions in the FOIA, they are permissive and not required. If a Respondent believes that certain information or documents or portions of documents required by this request, procurement, or contract is exempt from disclosure under the FOIA, the Respondent must mark such information or documents or portions of documents as EXEMPT. In its Section IV.B.I.C, Claim of Exemption from Disclosure of its submission, the Respondent must indicate the documents or pages where the information labeled EXEMPT is located in the proposal.

For information or documents so referenced, the Respondent must provide a detailed explanation of the basis for the claim of exemption. Specifically, the Respondent must cite to the FOIA exemption that it is asserting as the basis for claim that the marked material is exempt. In addition, the Respondent must apply the language of the statutory exemption to the information or documents or portions of documents that the Respondent is seeking to protect from disclosure. For example, if a Respondent marks a document as a trade secret, the Respondent must parse the definition in Section 1-210(b)(5)(A) and show how all of the factors are met. Notwithstanding this requirement, DSS shall ultimately decide whether such information or documents are exempt from disclosure under the FOIA.

11. Conflict of Interest - Disclosure Statement. Respondents must include a disclosure statement concerning any current business relationships (within the past three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the Respondent and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a Respondent tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the Respondent over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a Respondent must affirm such in the disclosure statement: "[name of Respondent] has no current business relationship (within the past three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."

■ E. PROPOSAL FORMAT

- 1. **Required Outline.** All proposals must follow the required outline presented in Section IV of the RFP. Proposals that fail to follow the required outline will be deemed non-responsive and not evaluated.
- 2. Cover Sheet. The Cover Sheet is Page 1 of the proposal. Respondents must complete and use the Cover Sheet Form, which is embedded in this section as a hyperlink.

- **3.** Table of Contents. All proposals must include a Table of Contents that conforms to the required proposal outline. (See Section IV.)
- 4. Executive Summary. Proposals must include a high-level summary, not exceeding two (2) single-sided pages of the main proposal. The Executive Summary shall include statements that the Respondent is a private provider organization defined as a non-state entity that is either a nonprofit or proprietary corporation or partnership or a Connecticut State entity. The Respondent shall provide the Connecticut location or proposed Connecticut location for its business operations that is within a twenty (20) mile radius to downtown Hartford, Connecticut.

The Respondent shall also confirm meeting the required qualification of a minimum of three (3) consecutive years of experience managing an array of behavioral health services for individuals who have behavioral health needs that are financed by Medicaid, serving a minimum combined total of 100,000 Medicaid Members in one or more U.S. states or territories.

- 5. Attachments. Attachments other than the required Forms identified in the RFP, are not permitted and will not be evaluated. Further, the required Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.
- **6. Style Requirements. THIS IS AN ELECTRONIC SUBMISSION.** Submitted proposals must conform to the following specifications:

Paper Size: 8½" x 11", "portrait" orientation. Optionally key graphics, diagrams and flow

charts can use 11" x 17" in "landscape" orientation.

Print Style: 1 side

Font Size: Minimum of 11-point Font Type: Arial or Tahoma

Margins: The margin of all pages shall be a minimum of one and one half

inches (1½"); all other margins shall be one inch (1")

Line Spacing: Single-spaced

7. Pagination. The Respondent's name must be displayed in the header of each page. All pages, from the Cover Sheet through the required Forms, must be numbered consecutively in the footer.

■ F. EVALUATION OF PROPOSALS

- 1. Evaluation Process. It is the intent of the Departments to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, offering the right to negotiate a contract, and negotiating with successful Respondents, the Departments will conform to its written procedures for POS procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85).
- 2. Evaluation Team. The Department will designate an Evaluation Team to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Evaluation Team. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. Attempts by any Respondent (or representative of any Respondent) to contact or influence any Member of the Evaluation Team may result in disqualification of the Respondent.

- 3. Minimum Submission Requirements. All proposals must comply with the requirements specified in this RFP. To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) follow the required Proposal Outline; and (4) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Department will reject any proposal that deviates significantly from the requirements of this RFP.
- 5. **Evaluation Criteria (and Weights).** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Evaluation Team will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals.
 - Organizational Requirements
 - Scope of Service Requirements
 - Staffing Requirements
 - Subcontractor Requirements
 - Work Plan
 - Cost proposal

The criteria are weighted according to their relative importance. The weights of all requirements are confidential.

- 5. Respondent Selection. Upon completing its evaluation of proposals, the Evaluation Team will submit the rankings of all proposals to the Commissioners of each Department. The final selection of a successful Respondent is at the discretion of the Departments' Commissioners. Any Respondent selected will be so notified and offered an opportunity to negotiate a contract with the Departments. Such negotiations may, but will not automatically, result in a contract. Pursuant to Governor M. Jodi Rell's Executive Order No. 3, any resulting contract will be posted on the State Contracting Portal. All unsuccessful Respondents will be notified by e-mail or U.S. mail, at the Departments' discretion, about the outcome of the evaluation and Respondent selection process.
- 6. Debriefing. Within ten (10) days of notification from the DSS, any Respondent may contact the Official Contact and request a Debriefing of the procurement process and its proposal. If Respondents still have questions after receiving this information, they may contact the Official Contact and request a meeting with the DSS to discuss the procurement process. The DSS shall schedule and conduct Debriefing meetings that have been properly requested, within fifteen (15) days of the DSS's receipt of a request. The Debriefing meeting must not include or allow any comparisons of any proposals with other proposals, nor should the identity of the evaluators be released. The Debriefing process shall not be used to change, alter, or modify the outcome of a competitive procurement.
- 7. Appeal Process. Any time after the submission due date, but not later than thirty (30) days after the DSS notifies Respondents about the outcome of a competitive procurement, Respondents may submit an Appeal to the DSS. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. Respondents may appeal any aspect of the Departments' competitive procurement; however, such Appeal must be in writing and must set forth facts or evidence in sufficient and convincing detail for the Departments' to determine whether during any aspect of the competitive procurement there was a failure to comply with the State's statutes, regulations, or standards concerning competitive procurement or the provisions of the RFP. Any such Appeal must be submitted to the DSS Agency Head with a copy to the Official Contact. The Respondent must include the basis for the Appeal and the remedy requested. The filling of an Appeal shall not be deemed sufficient reason for the DSS to delay, suspend, cancel, or terminate the procurement process or execution of a contract.

- **8.** Contest of Solicitation or Contract Offer. Pursuant to Section 4e-36 of the Connecticut General Statutes, "Any bidder or proposer on a state contract may contest the solicitation or award of a contract to a subcommittee of the State Contracting Standards Board." More detailed information is available on the State Contracting Standards Board web site at http://www.ct.gov/scsb/site/default.asp.
- **9. Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Departments' contracting procedures, which may include approval by the Office of the Attorney General.

SECTION II. MANDATORY PROVISIONS

■ A. STANDARD CONTRACT, PARTS I AND II

By submitting a proposal in response to this RFP, the Respondent implicitly agrees to comply with the provisions of Parts I and II of the State's "standard contract":

Part I of the standard contract is maintained by the Departments and will include the scope of services, contract performance, quality assurance, reports, and terms of payment, budget, and other program-specific provisions of any resulting contract. A sample of Part I is available from the DSS's Official Contact upon request.

Part II of the standard contract is maintained by OPM and includes the mandatory terms and conditions of the contract. Part II is available on OPM's website at: OPM: POS Standard Contract Part II.

Note:

Included in Part II of the standard contract is the State Elections Enforcement Commission's notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations. If a Respondent is offered an opportunity to negotiate a contract with the Departments and the resulting contract has an anticipated value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts has an anticipated value of \$100,000 or more, the Respondent must inform the Respondent's principals of the contents of the SEEC notice.

Part I of the standard contract may be amended by means of a written instrument signed by the Departments, the selected Respondent (contractor), and, if required, the Attorney General's Office. Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General's Office.

■ B. ASSURANCES

By submitting a proposal in response to this RFP, a Respondent implicitly gives the following assurances:

- 1. Collusion. The Respondent represents and warrants that the Respondent did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The Respondent further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the Respondent's proposal. The Respondent also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
- 2. State Officials and Employees. The Respondent certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Departments may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Respondent, contractor, or its agents or employees.

- 3. Competitors. The Respondent assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the Respondent to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The Respondent further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the Respondent knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.
- 4. Validity of Proposal. The Respondent certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Departments may include the proposal, by reference or otherwise, into any contract with the successful Respondent.
- **5. Press Releases.** The Respondent agrees to obtain prior written consent and approval of the Departments for press releases that relate in any manner to this RFP or any resultant contract.

■ C. TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, a Respondent implicitly agrees to comply with the following terms and conditions:

- 1. Equal Opportunity and Affirmative Action. The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
- **2. Preparation Expenses.** Neither the State nor the Departments shall assume any liability for expenses incurred by a Respondent in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
- Exclusion of Taxes. The Departments are exempt from the payment of excise and sales taxes imposed by the federal government and the State. Respondents are liable for any other applicable taxes.
- **4. Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
- 5. Changes to Proposal. No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Departments may request and authorize Respondents to submit written clarification of their proposals, in a manner or format prescribed by the Departments, and at the Respondent's expense.
- 6. Supplemental Information. Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Department. The Departments may ask a Respondent to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Departments. At their sole discretion, the

Departments may limit the number of Respondents invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per Respondent.

- 7. Presentation of Supporting Evidence. If requested by the Departments, a Respondent must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Departments may make onsite visits to an operational facility or facilities of a Respondent to evaluate further the Respondent's capability to perform the duties required by this RFP. At its discretion, the Departments may also check or contact any reference provided by the Respondent.
- 8. RFP Is Not An Offer. Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Departments or confer any rights on any Respondent unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the Respondent and the Departments and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the Respondent or for payment of services under the terms of the contract until the successful Respondent is notified that the contract has been accepted and approved by the Departments and, if required, by the Attorney General's Office.

■ D. RIGHTS RESERVED TO THE STATE

By submitting a proposal in response to this RFP, a Respondent implicitly accepts that the following rights are reserved to the State:

- **1. Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Departments.
- 2. Amending or Canceling RFP. The Departments reserve the right to amend or cancel this RFP on any date and at any time, if the Departments deem it to be necessary, appropriate, or otherwise in the best interests of the State.
- 3. No Acceptable Proposals. In the event that no acceptable proposals are submitted in response to this RFP, the Departments may reopen the procurement process, if it is determined to be in the best interests of the State.
- **4. Contract Offer and Rejection of Proposals.** The Departments reserve the right to offer in part, and/or to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Departments may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Departments reserve the right to reject the proposal of any Respondent who submits a proposal after the submission date and time.
- 5. Sole Property of the State. All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract executed as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distributes, or disseminates any and all information or reports, or part thereof, shall accrue to the State without recourse.
- **6. Contract Negotiation.** The Departments reserve the right to negotiate or contract for all or any portion of the services contained in this RFP. The Departments further reserve the right to contract with one or more Respondent(s) for such services. After reviewing the scored criteria, the

Departments may seek Best and Final Offers (BFO) on cost from Respondents. The Departments may set parameters on any BFOs received.

- 7. Clerical Errors in Contract Offer. The Departments reserve the right to correct inaccurate contract offers resulting from its clerical errors. This may include, in extreme circumstances, revoking the offer of a contract already made to a Respondent and subsequently offering the contract to another Respondent. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial Respondent is deemed to be void ab initio and of no effect as if no contract ever existed between the State and the Respondent.
- 8. Key Personnel. When the Departments are the sole funder of a purchased service, the Departments reserve the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Departments also reserve the right to approve replacements for key personnel who have terminated employment. The Departments further reserve the right to require the removal and replacement of any of the Respondent's key personnel who do not perform adequately, regardless of whether they were previously approved by the Departments.

■ E. STATUTORY AND REGULATORY COMPLIANCE

By submitting a proposal in response to this RFP, the Respondent implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

- 1. Freedom of Information, C.G.S. § 1-210(b) The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Respondents are generally advised not to include in their proposals any confidential information. If the Respondent indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The Respondent has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a Respondent may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.
- 2. Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive. Connecticut statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons
- 3. Consulting Agreements, C.G.S. § 4a-81(a) and 4a-81(b). Proposals for State contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any

executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM's website at http://www.ct.gov/opm/fin/ethics_forms

Important Note: A Respondent must complete and submit OPM Ethics Form 5 to the Department with the proposal.

- 4. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC § 1352. A responsive proposal shall include a Certification Regarding Lobbying Form, which is embedded in this section as a hyperlink, attesting to the fact that none of the funds appropriated by any Act may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the: (A) awarding of any Federal contract; (B) making of any Federal grant; (C) making of any Federal loan; (D) entering into of any cooperative agreement; or (E) extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 5. Gift and Campaign Contributions, C.G.S. §§ 4-250 and 4-252(c); C.G.S. § 9-612(g)(2), and Governor Dannel P. Malloy's Executive Order 49.

If a Respondent is offered an opportunity to negotiate a contract with an anticipated value of \$50,000 or more in a calendar or fiscal year, the Respondent must fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and Connecticut State agencies are exempt from this requirement. The gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM's website at http://www.ct.gov/opm/fin/ethics_forms

Important Note: The successful Respondent must complete and submit OPM Ethics Form 1 to the Departments prior to contract execution.

6. Nondiscrimination Certification, C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1). If a Respondent is offered an opportunity to negotiate a contract, the Respondent must provide the Departments with written representation or documentation that certifies the proposer complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and Connecticut State agencies are exempt from this requirement. The nondiscrimination certification forms are available on OPM's website at http://www.ct.gov/opm/fin/nondiscrim forms

Important Note: The successful Respondent must complete and submit the appropriate nondiscrimination certification form to the Departments prior to contract execution.

SECTION III. SCOPE OF WORK

A. PROGRAM OVERVIEW

A.1. Structure and Design

The cross-departmental administrative structure of the CT BHP creates unique opportunities for Contract Management. The CT BHP partners recognize the importance of providing a unified point of contact and collective administrative response regarding contract oversight. To support this approach, each Department will designate a Contract Manager to serve as a point person responsible for managing all aspects of the ASO Contract. It is expected that the resultant Contractor will develop internal protocols that support effective communication with the Contract Managers.

The resulting Contract will be structured around a set of deliverables comprised of performance standards, performance targets, and other program-related expectations. Deliverables will be reviewed and approved by the Departments and may result in financial withholds or sanctions for failure to comply with agreed upon expectations.

The Contract Managers will be responsible for establishing the goals and direction of the CTBHP activities over the life of the contract. The Departments will use the <u>Guiding Principles</u> and <u>Strategies</u> Towards the Vision inserted hereto as hyperlinks to focus the efforts of the ASO.

Departments' Responsibilities.

Identify specific support the resultant Contractor requires from the Departments to perform the tasks in any resultant contract. Support may include, but is not limited to, Departments' staff time, Departments' reports or information required.

The Departments shall, at a minimum:

- 1. Monitor the resultant contractor's performance and request updates, as appropriate;
- 2. Respond to written requests for policy interpretations;
- 3. Provide technical assistance to the resultant Contractor, as needed, to accomplish the expected outcomes:
- 4. Schedule and hold regular program meetings with the resultant Contractor;
- 5. Provide a process for and facilitate open discussions with the Departments' Staff and Contractor personnel to gather information regarding recommendations and suggestions for improvement;
- 6. Make the Departments' staff available to assist with training regarding the CT BHP ASO policies and procedures to provide ongoing technical assistance in all aspects of the ASO; and
- 7. Reserve the right to conduct clinical audits to determine compliance with medical necessity in its performance of Clinical Management of providers.

Specific Departments' responsibilities are:

- a) Contract Management: Contract Managers will be appointed by each Department. Contract Managers will be responsible for monitoring program progress and will have final authority to approve/disapprove program deliverables.
- b) Staff Coordination: The Contract Managers will coordinate all necessary contacts between the resultant Contractor and applicable contract staff from the Departments.
- c) Approval of Deliverables: The Contract Managers or designees will review, evaluate, and approve all deliverables prior to the resultant Contractor being released from further responsibility.

Note: The Departments retain the ultimate decision-making authority required to ensure program tasks are completed in accordance with applicable requirements as set forth in the contract.

A.2. Administrative and Operational Capabilities

The Connecticut Behavioral Health Partnership (BHP) is committed to working with an Administrative Services Organization (ASO) that has demonstrated experience in the public sector, including specific demonstrated experience in managing behavioral health services for significant numbers of Medicaid members. The Departments are seeking an ASO Contractor with an infrastructure and extensive management experience to actualize our Guiding Principles and Strategies towards the Vision, as referenced in Section III.A.1 of this RFP. The Departments recognize that the defined scope of the ASO is both broad and complex and as such, subcontractors may be utilized as appropriate. The resultant Contractor will be held directly accountable and liable for all of the contractual provisions resulting from this RFP whether the resultant Contractor chooses to subcontract its responsibilities to a third party or not.

A.3. Health Equity³

The Respondent shall ensure that services are equitable to underserved, socially disadvantaged, and ethnically diverse groups which include services that are culturally and linguistically appropriate in accordance with CLAS Standards. In this regard, the Contractor is required to collect data on race, ethnicity, geographic area, gender identity, sexual orientation, primary language, and disability, to the extent practicable, and to submit to the Department an annual report on quality improvement activities accomplished through the use of either a) demographic data tracking health disparities with corrective actions as needed, b) a cultural and linguistic competence-related measure with corrective actions as needed, c) program improvement activities addressing the social/environmental determinants of health, and/or d) a consumer satisfaction survey (highlighting race, ethnicity, sex, gender identity, sexual orientation, geographic area, primary language, and disability breakdowns) with corrective actions as needed.

More broadly, the Respondent shall ensure that it has a broader focus on health equity in performing all of its functions under the resultant contract. Health equity is a long-standing framework anchored in social justice, is on the equal distribution of good health with a specific emphasis on ensuring access and quality for groups that are stigmatized, marginalized, and disadvantaged as a result of historical and contemporary policies across domains that systematically affect access to opportunity. The Departments may specify additional actions that may be necessary to promote and ensure health equity in the Contractor's performance of its functions as behavioral health ASO.

■ B. CONTRACTOR'S RESPONSIBILITIES AND REQUIREMENTS

B.1 Overall Contractor Responsibilities

The Contractor's responsibilities under this RFP and the resulting contract are to manage all behavioral health services (as further described below) for HUSKY Health for the benefit of all Members. This focus includes individuals (both children and adults), who have or are at risk of having one or more behavioral health disorders who are enrolled in HUSKY Health. The Contractor will provide Clinical Management for IICAPS for individuals who are members of the DCF Limited Benefit

Data for <u>Medicaid Member enrollment</u> is inserted as a hyperlink herein and Medicaid-covered behavioral health service usage is referenced in the below table:

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³ The links here are for informational purposes and are not intended to speak to requirements of the prospective respondent: https://www.astho.org/Health-Equity/Guidance-for-Integrating-Health-Equity-Language-Into-Funding-Announcements/

https://health.hawaii.gov/healthequity/sample-contract-language-to-include-in-rfps/

Table 2: Number of Members Who Utilized Behavioral Health Services 4

Member Age Distribution	Total Unique Members Who Utilized Behavioral Health Services Period Term: January 1, 2019 - December 31, 2019
Youth age 0-20	94,952
Adult 21 & above	162,043
Total	256,995

DMHAS has the lead responsibility for the clinical management of adult behavioral health services for individuals age 18 and over under the CT BHP. DCF has responsibility for individuals under the age of 18. DSS is the single state Connecticut Medicaid and CHIP agency and oversees all aspects of HUSKY Health.

The Departments are committed to assuring that individuals, their caregivers and families serve as partners in planning and improving the quality and availability of community-based services and individualized supports. The Departments work collaboratively with the ASO, Members and their families, Local Mental Health Authorities, DCF Community Collaboratives, community behavioral health providers, medical practitioners, and other partners and stakeholders to promote optimal functioning, improved quality of life, prevention of avoidable conditions, and the avoidance of unnecessary hospital and institutional care.

Under the direction of the Departments, the Contractor will be responsible for managing all behavioral health services covered under HUSKY Health (both those currently covered and also proposed additions and reforms specifically identified in section III.B.2 below of this RFP), including covered behavioral health services, services designed to prevent the occurrence of behavioral health conditions, and services designed to integrate behavioral health and physical health. The current service system is comprised of clinical services covered under HUSKY Health (certain services are covered only under Medicaid but not CHIP) listed in the following section, III.B.2.a.

DMHAS or DCF may enter into one or more separate contracts, outside the scope of this RFP, with one or more entities to manage services not covered under HUSKY Health.

The Contractor will be responsible for managing the delivery system reforms for HUSKY Health described in section III.B.2.b, below.

The State of Connecticut directly operates various behavioral health services that are covered by HUSKY Health. The ASO will be required to perform Clinical Management for all behavioral health services provided to HUSKY Health members, including any private, municipal (if applicable), and state-operated providers to ensure medical necessity and compliance with all other applicable requirements. In addition, the ASO may be expected to play additional roles in managing these services as directed by the Departments.

The Contractor will be responsible for ensuring that it performs the functions of the behavioral health ASO in compliance with all applicable federal and state statutes, regulations, guidance, and other requirements that apply to these functions, including current requirements and also requirements that may be established in the future during the period of the resultant contract, including any extensions.

⁴ Additional information on behavioral health utilization data can be found here: https://portal.ct.gov/-/media/Departments-and-Agencies/DSS/Health-and-Home-Care/Behavioral-Health-Utilization-Data.docx.

B.2.a. Clinical Services to be managed by the Behavioral Health ASO

As detailed above, the Contractor will be responsible for managing all behavioral health services covered by HUSKY Health during the period of the resultant contract, including, but not limited to, the following:

- Adult Day Treatment
- Ambulatory Withdrawal Management
- *Autism Spectrum Disorder services (currently limited to individuals under age 21)
- Behavioral Health Clinic Outpatient Services (SUD and MH services)
- Behavioral Health Homes
- Case Management (children)
- Chemical Maintenance Treatment / Medication Assisted Treatment
- *Connecticut Housing Engagement and Support Services (CHESS) (adult) (Medicaid benefit slated to begin implementation in 2021)
- Electroconvulsive Therapy
- Emergency Mobile Psychiatric Services (children)
- Extended Day Treatment
- General Hospital Inpatient (medically managed withdrawal and psychiatric admissions)
- General Hospital Outpatient
- Home-based Services (children's rehabilitation)
- Home Health Agency Services
- Intensive Outpatient
- Integrated Care for Kids (InCK) (Medicaid benefit that is slated to begin implementation in New Haven January 1, 2022)
- Licensed Independent Practitioner services (e.g., Psychiatrists and other qualified physicians, APRNs, Physician Assistants, Licensed Psychologists, LCSWs, Licensed Marital and Family Therapists, Licensed Professional Counselors, Licensed Alcohol and Drug Counselors)
- Medically Monitored Withdrawal Management
- Medication Assisted Treatment (MAT)
- Non-Hospital Inpatient Withdrawal Management
- Observation Beds at Acute Care Hospitals
- Partial Hospitalization Program
- Psychiatric Hospital Inpatient and State Operated Hospitals (under age 21 and age 65 and over)
- Psychiatric Hospital Outpatient and State Operated Hospitals
- Psychiatric Residential Treatment Facilities (PRTFs) (children)
- Psychological/neuropsychological testing
- *Rehabilitation services provided in Mental Health Group Homes (adult)
- *Rehabilitation services provided in Therapeutic Group Homes & Residential Treatment Centers (children)
- Substance Use Disorder services continuum according to the most recent ASAM edition (which
 includes the full continuum of services, including all ASAM levels of care from outpatient through
 residential and inpatient as established in conjunction with the proposed Substance Use Disorder
 Demonstration Waiver Pursuant to Section 1115 of the Social Security Act, which is currently
 slated to begin implementation on or around July 2021)
- Targeted Case Management (TCM) for Individuals with Chronic Mental Illness
- Any other services that are required to be covered pursuant to federal statute, regulations, or guidance.
- * Service is currently covered only under Medicaid, not CHIP. It is possible that one or more other services are also not covered under CHIP.

B.2.b. Delivery System Improvements and Quality Initiatives

As part of its broader responsibilities to manage behavioral health services under HUSKY Health, the Contractor is responsible for managing delivery system improvements and other reforms, as directed by the Departments. Examples of these responsibilities include:

Telehealth/Telemedicine: Under the direction of the Department, the Contractor will monitor, manage, and facilitate the use and implementation of covered services delivered by telehealth/telemedicine, to the extent such mode of delivery is covered in HUSKY Health. Such duties include Clinical Management, provider training and education, data analysis and reporting, and quality monitoring specific to services delivered via telehealth/telemedicine.

Value-Based Reimbursement and Other Quality Incentive Initiatives: Under the direction of the Department, the Contractor will participate in the design and implementation, manage, and monitor value-based reimbursement and other related quality improvement and cost containment initiatives for services covered under HUSKY Health and assistance with designing new proposals. Such duties include clinical design recommendations, data analysis, monitoring of quality and other performance results, reporting, implementing corrective action plans for providers, and other duties related to value-based reimbursement as designated by the Department. Service categories that include or may include value-based components include, but are not limited to: PRTF, inpatient psychiatric hospital, InCK, SUD service continuum being implemented in conjunction with the SUD section 1115 demonstration waiver, outpatient behavioral health redesign, and improvements to the enhanced care clinic program. Implementation of one or more of these initiatives may also entail adjustments to the Clinical Management and other aspects of the responsibilities of the behavioral health ASO.

Integrated Care for Kids (InCK): For children ages 3-20 residing in New Haven and eligible for Medicaid or CHIP, the Contractor will: establish initial risk stratification profile of target population based on Medicaid claims; establish member attribution utilizing Medicaid claims and Medicaid provider file; conduct additional risk stratification using an integrated data set; perform member outreach and assessment in the community; and facilitate member referral to InCK provider based on member choice/preferences. The Contractor will also be responsible for data analytics to target population including, but not limited to: required healthcare outcome measures; InCK provider engagement rate; population comparison analysis with another like cohort (e.g. Bridgeport); total cost of care analysis.

Please Note Well: The Departments are currently developing service proposals for children and adults that may be funded through the American Rescue Plan Act (ARPA). At the time of issuance of this RFP, those proposals are not yet finalized or funded. The Departments reserve the right to amend this RFP to expand the Scope of Work based on new services funded through ARPA and/or negotiate the inclusion of those services, specifically the role of the Contractor related to those services within the Scope of Work, during the contract negotiation process.

B.3 Contractor's Requirements for Social Security Administration (SSA) Data

- (1) If the Contractor accesses, uses, discloses, processes, handles, or transmits data provided by the Social Security Administration (SSA), then the Contractor must comply with all the terms and conditions of this subsection of the Agreement.
 - a. The Contractor acknowledges that it has received a copy of the Department's Information Exchange Agreements (IEAs), and related attachments.
 - b. The Contractor shall abide by all relevant Federal and state laws and restrictions on access, use, and disclosure of SSA-provided data.
 - c. The Contractor shall abide by the security requirements contained in the Department's IEAs with the SSA.
 - d. The Contractor acknowledges that use of SSA-provided data not authorized by the Department's IEAs or this Agreement may be subject to both civil and criminal penalties under Federal law.
 - e. The Contractor shall treat all SSA-provided data as confidential and shall access, use, and disclose SSA-provided data only for purposes authorized in this in the IEAs and this Agreement, and as permitted under Federal and state law.

- f. Prior to obtaining access to SSA-provided data, and thereafter at any time requested by the SSA or DSS, the Contractor shall provide DSS with a list of all employees and agents who will require access to the SSA-provided data.
- g. Any employee or agent of the Contractor who will use, access, disclose, process, handle, or transmit data provided by the SSA data shall sign the Department's W-1077C Confidentiality and Non-Disclosure Agreement for Contractor Employees prior to obtaining access to any SSAprovided data.
- h. Any employee or agent of the Contractor who will use, access, disclose, process, handle, or transmit SSA-provided data shall take initial security awareness training prior to obtaining access to SSA-provided data, and shall take training annually thereafter. The training shall be administered by the Department through a web-based portal. Failure to complete the security awareness training will result in denial or termination of access to the SSA-provided data and related Department systems.
- i. The Contractor shall be subject to security compliance reviews, in conformity with SSA standards, at minimum every three years. The Contractor shall comply with Department and SSA requests for documentation related to security compliance.
- (2) If the Contractor processes, handles, or transmits data provided to DSS by the SSA or has authority to act on DSS's behalf, then the Contractor additionally must comply with all the terms and conditions of this subsection of the Agreement:
 - a. The Contractor agrees to follow the terms of the Department's IEAs with SSA.
 - b. The Contractor agrees that the Department or the SSA may perform onsite reviews to ensure compliance with the following SSA requirements:
 - i. Safeguards of sensitive information;
 - ii. Computer system safeguards;
 - iii. Security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and disclosure of SSA-provided information; and
 - iv. Continuous monitoring of the Contractor's or agent's network infrastructures and assets.

B.4 Contractor's Requirements for Americans with Disabilities Act (ADA)

Consistent with the obligations outlined in the language referenced from OPM Contract, Part II, Section E.2 ("Americans with Disabilities Act"), the Contractor shall be responsible for administering the Americans with Disabilities Act ("ADA") with respect to CTBHP clients who are served by the Contractor. If a CT BHP client contacts the Departments with an inquiry or request regarding an ADA accommodation for a program or service operated by the Contractor, the Departments will direct the inquiry or request to the Contractor to be addressed in accordance with the Contractor's ADA policies and procedures.

Contractor shall assign an ADA administrator and provide the name and contact information of that ADA administrator to the Departments liaison.

Contractor shall provide a copy of all policies and procedures regarding the administration of the ADA for CTBHP clients to the Departments liaison.

Contractor shall keep records of their administration of the ADA with respect to CT BHP clients and provide copies of such records to the Departments upon request.

C. SCOPE OF WORK

C.1 Role of the Administrative Services Organization:

The ASO is the primary vehicle for organizing and integrating clinical management processes across the lifespan within the HUSKY Health behavioral health system. The Contractor is responsible for administering and managing the behavioral health benefits for enrollees in the Medicaid program, HUSKY B/CHIP, Limited Benefit Groups and DCF limited benefit program. Note that administration and management does not include provider enrollment or claims management. The DSS Medicaid Management Information System (MMIS) contractor is responsible for enrolling all providers in the HUSKY Health and also processes and pays claims for all authorized health services including behavioral health.

The ASO's primary priority among its functions is to support Members having the best possible quality of life by preventing and addressing behavioral health conditions in the least restrictive setting, including facilitating access to high quality community-services and to prevent unnecessary institutional care. The resultant Contractor is expected to develop and maintain a robust provider network; facilitate access to and appropriate utilization of high quality, covered behavioral health services; provide effective Member and provider support, outreach and education; ensure compliance with all applicable federal requirements for HUSKY Health, including the requirements under EPSDT for Members under age 21, including assistance with scheduling and transportation, reviewing requests for services coverable pursuant to section 1905(r)(5) of the Social Security Act, and other EPSDT requirements; provide intensive care management for HUSKY Health Members with complex needs; collaborate effectively with the medical and dental ASO's in support of integration of services; coordinate with the Medicaid non-emergency medical transportation (NEMT) broker to support prevention, early identification, quality improvement, and monitoring of behavioral health conditions.

The resultant Contractor, using all components of its enterprise, is in a unique position to ensure that Members have access to medically necessary behavioral health services, and to also fulfill goals around quality, cost, and administrative efficiency within the behavioral health service system that translate into measurable improvement in the lives of the Members served. The CT BHP expects the resultant Contractor to develop innovative processes to collect quality outcome measures that include healthcare and quality of life outcomes. The resultant Contractor will be expected to assist the Departments in facilitating recovery and improvement in healthcare conditions, as well as helping Members to thrive in their chosen communities/environments and to the extent possible, to prevent the occurrence of behavioral health conditions. In addition, the resultant Contractor will be expected to participate in various public meetings designed to support the work of the CT BHP and/or educate the public about Partnership activities. Under the direction of the Departments, these activities may include (but are not limited to): provider-specific forums, Member/family meetings, legislative forums (including, but not limited to, the Behavioral Health Partnership Oversight Council, Council on Medical Assistance Oversight, Alcohol and Drug Policy Council, and other legislatively-established bodies, committees, and subcommittees), meetings with various state agencies, and meetings with other stakeholders. In some instances, the ASO will be required to prepare formal documents and/or reports for presentation at public meetings as approved by the Departments. This includes, but is not limited to, preparing an annual CT BHP report submitted to the Legislative Committees of Cognizance through the Departments. The annual report should report on trends in the data from the prior calendar year.

C.2. Scope of Services requirements

C.2.1 Utilization Management (UM)

UM is a key ASO function upon which many activities rely. This function and the related activities touch individual Member lives but also serve to inform the larger behavioral health service system. In addressing the UM section of this RFP, please note that all UM practices must conform with the Connecticut definition of Medical Necessity provided in a hyperlink and the CTBHP Level of Care Guidelines, also provided in a hyperlink. UM must also be compliant with National Committee for Quality Assurance (NCQA) Managed Behavioral Health Organization Accreditation and Connecticut Behavioral Health Partnership UM Standards which may be more stringent than NCQA standards. Please

reference the following hyperlinks, <u>NCQA Grid</u> and <u>Notices of Action</u>. UM must also comply with all applicable state and federal statutes, regulations, guidance, and other requirements, including, but not limited to, notices, appeal processes, timeframes for decision, and involvement of applicable staff in the review and appeal processes. In addition, the resultant Contractor must have the capacity and technology to receive real-time hospital admission, discharge, and transfer data and any other real-time utilization and other data that may become available in the future and will need to develop a methodology to provide an authorization process for acute levels of care for Members who are not eligible for HUSKY Health at time of admission. The resultant Contractor must have a process to accept, review and determine medical necessity for services requested for a Medicaid Member under age 21 pursuant to Early and Periodic Screening Diagnostic and Treatment (EPSDT) for services that are not generally covered under Medicaid but are optional services described in section 1905(a) of the Social Security Act that are coverable when medically necessary for an individual Member pursuant to section 1905(r)(5) of the Social Security Act.⁵ The resultant Contractor will be required to submit a UM Program Plan for the Departments to review and approve by a date to be determined.

C.2.2 Intensive Care Management

Intensive care management (ICM) refers to specialized care management or care coordination techniques that are implemented when an individual experiences barriers to treatment and/or recovery. The Departments believe that ICM is necessary and cost-effective when provided to those individuals requiring precise, strategic service delivery and coordination of care to achieve a favorable outcome. With the implementation of various current, proposed and future HUSKY Health covered services that include various components of case management or care coordination, the Departments' goal is that the services comparable to those provided in ICM will, as much as possible, be provided in the community setting by providers. A primary focus of the ICM program and other comparable services is to engage members who are not engaged with or do not have a primary behavorial health provider and helping them reengage or establish with a primary behavorial health provider. The intensity of ICM is based on the clinical needs of each Member and ICM may include brokering activities, direct Member/family contact, outreach and connection with people experiencing homelessness, support to DCF and DMHAS regional sites, and/or deployment to provider facilities. The ICM team should be customized to meet the needs of special populations with unique complexities, including, but not limited to, youth involved with the child welfare system, individuals involved in the juvenile or criminal justice systems, frequent users of Emergency Department and hospital inpatient services, individuals with Autism Spectrum Disorders (ASD), children with Serious Emotional Disturbance (SED), individuals who have experienced trauma, individuals with chronic medical conditions, youth transitioning to the adult system, individuals with SUD, individuals experiencing housing insecurity, and other challenges. The ICM Program Plan should include a strategy for co-management of ICM teams by the Behavioral Health ASO and the Medical ASO, especially in order to address the needs of individuals with co-occurring physical and behavioral health conditions. The resultant Contractor will be required to submit an ICM Program Plan for the Departments to review and approve by a date to be determined. The ICM Program Plan may need to be updated over time as determined by the Departments, including to the extent necessary to coordinate with care coordination that may be provided by providers through one or more categories of services covered under Medicaid, CHIP, or both. Such updates may include, but not be limited to, reducing the scope of ICM provided by the Contractor (which could also include reduced staffing and other costs for the Contractor's ICM program) in

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⁵ Additional information on behavioral health utilization data can be found here: https://portal.ct.gov/-/media/Departments-and-Agencies/DSS/Health-and-Home-Care/Behavioral-Health-Utilization-Data.docx.

order to reflect that the equivalent of some or all of the services will be provided as covered HUSKY Health services in the community setting by applicable providers.

C.2.3 Peer Support Specialists

A peer support specialist is a person with lived experience who has achieved a significant level of personal recovery and undergoes formal training to support those who struggle with mental health, psychological trauma and/or substance use. Their personal experience of these challenges provides expertise that professional training cannot replicate and affords opportunities to guide, mentor and empower the Member. Peer support specialists may share their own stories of recovery as a way to uniquely engage with Members. Peer support specialists engage, educate and empower Members and their families to connect with support services, community resources and advocacy assistance. They may also provide emotional support, avert personal crises and helps the Member cope with behavioral health challenges.

The resultant Contractor will be required to submit a Peer Support Specialist Plan for the Departments to review and approve by a date to be determined. The Peer Support Specialist Plan may need to be updated over time as determined by the Departments, including to the extent necessary to reflect changes in Member composition and/or covered services that require additions to or changes in the provision of services by peer support specialists.

C2.4 Quality Management

Quality Management (QM) refers to a comprehensive program of quality improvement and quality assurance activities responsive to the Departments' objectives. The Departments seek to ensure that all Members receive appropriate, effective, medically necessary, and cost-efficient treatment designed to improve quality of life and health outcomes. These goals can be promoted by systematically and objectively monitoring the quality of behavioral health care services offered within the BHP. By measuring access to, barriers to, and quality of care, continuous quality improvement strategies can be designed and implemented that enhance the service delivery system. Additional activities, including, but not limited to, retrospective chart reviews, surveys of Member, family and provider experience, focus groups, and review of critical incidents and serious occurrences should also be used to inform necessary system improvements. As part of these duties, under the direction of the Departments, the Contractor will be responsible for ensuring quality management of providers of behavioral health services in HUSKY Health, especially to assist the Departments, in collaboration with other agencies with jurisdiction, in addressing and remedying situations where there is potential or actual violation of federal conditions of participation and/or other significant risks to Members, as determined by the Departments. At this time, significant quality management is currently necessary for the state-operated PRTFs and psychiatric hospital to ensure ongoing compliance with federal conditions of participation.

In addition, the Departments are interested in keeping abreast of the latest clinical and administrative trends within the behavioral health system of care. Working with the ASO, we anticipate engaging in at least two quality improvement projects per year. The Departments are interested in using CMS, HEDIS, and NCQA measures, custom measures as well as any other appropriate validated quality measures, in order to monitor, compare, and improve Member outcomes over time. Only claims-based measure reporting will be required in Year 1 of the contract period.

The resultant Contractor will be required to submit a QM program plan for the Departments to review and approve by a date to be determined. In addition, the Contractor's QM responsibilities also include the Contractor's participation in the design, implementation, monitoring, analysis, review, and reporting related to various payment and other initiatives designed to improve the quality of behavioral health services provided to Members and to reduce the acuity and prevalence of behavioral health conditions.

C.2.5 Member Services

High quality, accessible services to Members is the foundation upon which the CT BHP was built. Helpful, supportive and culturally sensitive interactions with Members are of paramount importance to the Departments. Allowing Members to have a voice in their care, and when appropriate, in the development of protocols and policies that direct and inform the overall service system, results in optimal outcomes. As such, the resultant Contractor is expected to keep Members' needs and interests central to daily operations, while incorporating the goals of prevention, treatment and recovery into the mission and milieu of the CT BHP ASO.

Among the specific responsibilities for Member Services include the following, each of which will be described in more detail in the resultant contract:

- Staffing a call center and online communication platforms with Members that meet specified timeliness, accessibility, and other requirements that will be set forth in the contract and in the Telephone Management section below;
- Establishing member publications and website (e.g., handbook, guides for covered services);
- Engaging with Members and performing its responsibilities in a manner that respects and reasonably accommodates each person's needs and background, including, but not limited to, cultural competence; as applicable, bi-lingual, translation, and interpreter services for individuals with Limited English Proficiency for services provided by the BHP ASO; and reasonable accommodations for individuals with disabilities. In connection with complying with this paragraph, the Contractor shall also comply with all applicable federal and state requirements, including section 1557 of the Patient Protection and Affordable Care Act and all other related requirements.
- Establishing opportunities for Members to share feedback with the Contractor, including a Member and family advisory council and other Member engagement methods specified by the Departments, such as surveys and focus groups.
- Requirements of EPSDT, as detailed in other provisions of this RFP.
- Other duties as assigned by the Departments and as set forth in the resultant contract.

C.2.6 Provider Relations

The provider network for the CT BHP, including both private and public providers, serves as the safety net for our most vulnerable populations. In partnership with the Departments, behavioral health providers remain committed to delivering care that is timely, compassionate, flexible and effective. To ensure the best possible care for our Members, providers must be supported. Their ideas/opinions must be considered and their administrative challenges addressed.

The resultant Contractor shall develop and maintain positive contractor-provider relations. It is expected that the resultant Contractor will communicate with all providers in a professional and respectful manner, offer informational/educational/training materials in a timely fashion, and provide administrative services in a way that poses minimal burden on providers. The Departments anticipate that the ASO will play an integral role in training providers in various areas, including, but not limited to, medication administration, as well as recent trends and developments within state and national behavioral health systems.

Among the specific responsibilities for Provider Relations include the following, each of which will be described in more detail in the resultant contract:

- Maintaining provider network, directory, and ongoing provider recruitment and retention
- Staffing a call center and online communication platforms with Providers that meet specified timeliness, accessibility, and other requirements that will be set forth in the contract
- Establishing a provider website that details applicable clinical guidelines, procedures, covered services, and other appropriate information about behavioral health services covered by HUSKY Health
- Materials and technical assistance to assist providers in submitting registration, prior authorization, and other requests for services
- Establishing methods for provider engagement, such as the Provider Analysis Reporting (PAR).
- Other duties as assigned by the Departments.

C.2.7 Notices, Appeals, and Reevaluations

With respect to all services where the the resultant Contractor, on behalf of CT BHP, denies a requested service, approves a service at a level less than requested, or takes other applicable action that is subject to formal appeal or reevaluation, in consultation with and under the direction of the Department, the resultant Contractor shall:

- Process member appeals and requests for fair hearing in compliance with all state and federal requirements and such additional requirements as may be established in the resultant contract, including preparing and issuing notices of action, conducting outreach to members and providers, preparing hearing summaries, attending hearings, and facilitating referrals for care; and
- Process provider requests for reevaluation related to denials of requests for service and such additional requirements as may be established in the resultant contract, including providing peer-to-peer review and facilitating referrals for care.

C.2.8 Integration of Medical and Behavioral Health Care

A significant percentage of Medicaid Members have co-occurring physical and behavioral health conditions that require concurrent treatment. Best practice dictates that these Members receive comprehensive, well-coordinated service that addresses both behavioral and physical health care needs.

DSS currently contracts with three Administrative Service Organizations, one each for the management of dental, medical and behavioral health benefits for Members. Communication and collaboration between all ASOs is essential for integrated care. As such, the resultant Contractor will need to work closely with all ASOs to facilitate comprehensive care for Members accessing behavioral health services. This collaboration would include, at a minimum, an integrated care management platform and a co-management ICM teams, as well as other elements developed by the resultant Contractor, under the direction of the Departments.

Similarly, DSS manages several Medicaid Waiver programs for specific populations, primarily focused on providing home and community-based services to individuals who require long-term services and supports, as well as multiple Medicaid State Plan home and community-based services programs. The resultant Contractor must also become knowledgeable of the various Medicaid waivers and state plan home and community-based services programs in Connecticut and work closely with waiver and state plan home and community-based services providers and contractors of the Department who will serve as the lead entities

for coordinating care for this cohort of Members. The resultant Contractor will provide support, as needed, in the coordination of behavioral health services for individuals enrolled in a Medicaid waiver or state plan home and community-based services program, including, as applicable, measures to prevent or address behavioral health conditions.

C.2.9 Information System

The Departments realize the necessity of data collection to support and implement system changes that enhance Member outcomes. Technology being the backbone of data collection and data analytics, the Information System (IS) must have the capacity to accommodate the scope of this Procurement. The resultant Contractor shall be responsible for accommodating the requirements outlined in this RFP in the following hyperlink, **Technical Requirements**: as well as providing technology solutions that are scalable, flexible to meet changing requirements, and customizable to the unique needs of the CTBHP. If a Respondent contracts with other states or organizations requiring large data exchanges, the Respondent must clearly demonstrate to the Departments that its information systems may be altered to meet the specific needs of this resultant contract and these alterations will not be impacted by the business needs of the Respondent's other contracts.

All operational data shall be collected in an information system that is compliant with Open Database Connectivity Standards (ODBC) and allows for easy data capture. The Contractor shall be expected to ensure that any database used in association with the contract resulting from this RFP can execute ANSI SQL. The Respondent must comply with the State of Connecticut HIPAA policy contained in the following hyperlink: **State HIPAA Security Policy** and as updated from time to time, and with additional IT security requirements of the Departments.

The resultant Contractor will provide a Disaster Recovery and Business Continuity Plan to the Departments to review and approve by date to be determined.

C.2.10 Data Analytics and Reporting

The Departments recognize and appreciate the value of data-driven reports and rely on data to understand and transform the service delivery system. As such, the resultant Contractor will need to have a robust, comprehensive yet flexible data collection process that allows for identification and interpretation of trends and aberrations. It is expected the resultant Contractor will have experience using CMS, HEDIS, and NCQA measures and will have the capacity to create custom measures as well as any other appropriate validated quality measures, in order to monitor, compare, and improve Member outcomes over time. It is expected that the resultant Contractor will act as a full participant in the process of using their analysis of service and Member data to propose and potentially implement appropriate interventions. The Departments shall make data sets available to the resultant Contractor for the purpose of integrating available data to form a comprehensive picture of the service system.

C.2.11 Data and Disaster Recovery Plan - Parameters and Expectations

Connecticut's effort to ensure continuity of services during a natural or man-made disaster is based upon recent events where portions or all of Connecticut was affected by weather events. A disaster recovery plan (DRP), also known as a business continuity plan (BCP) or business process contingency plan (BPCP), describes how the ASO will continue operations and manage operations in the event there are disruptions to normal processes. A disaster recovery plan consists of the precautions taken to be implemented so that the effects of a disaster will be minimized and the ASO will be able to either maintain or quickly resume critical provider and Member service functions and ensure the integrity of provider and Member data.

The ASO shall:

1. Perform nightly backup of all data in the event there is a failure during the day. Data backups should be performed in real-time on a daily basis and the data integrity verified at minimum on a weekly basis.

- 2. Encrypt data both at rest and in motion:
 - a. The ASO must be congruent with the State of Connecticut's encryption architecture standard, which is AES-256.
 - b. The ASO encryption must be provided by a FIPS 140-2 Validated product. A list of these products may be found at https://csrc.nist.gov/publications/detail/fips/140/2/final
- 3. Have a storage area network location where the primary site is at least 25 miles away from the DAS BEST State Data Center in Groton, Connecticut and shall:
 - a. Designate the primary person and secondary person responsible for data backup and storage activities;
 - b. Designate the primary person and secondary person responsible for data restoration activities;
 - c. Keep a daily log of the primary and secondary person's backup and restoration activities;
 - d. Have a written procedure of the process to restore the data after a disaster, including a detailed description of the responsibilities of each person accountable at each step; and,
 - e. A description of how data will be tracked in the event of a disaster. This must be updated every six (6) months.
- 4. Maintain a recurring site for all data equipment and shall:
 - a. Provide a copy of the contract for this function to the Departments upon request.
- 5. Perform annual data recovery drills, which will document the recovery time, identify weaknesses/risks to be mitigated and what has been done to mitigate the weaknesses/risks.

C.2.12 Health Information Technology

The resultant Contractor shall adhere to all applicable federal and state and departmental standards, as updated and amended from time to time, regarding use of technology to transmit, receive, maintain, handle and process electronic information. Such standards include, but are not limited to: National Institute of Standards and Technology ("NIST") Special Publication ("SP") 800-171, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations; NIST SP 800-66, An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule; the Health Insurance Portability and Accountability Act; the HITECH Act; and the U.S. Centers for Medicare & Medicaid Services and the U.S. Office of National Coordinator for Health Information Technology Interoperability and Patient Access Rule. In addition, the Contractor shall comply with any health information technology standards specified by the Department.

The resultant Contractor shall name a Chief Compliance Officer ("CCO") to oversee the Contractor's compliance program, and report issues to the Contractor's board and the Department when necessary. The Chief Compliance Officer shall be independent and free from influence from the Contractor.

The resultant Contractor shall provide the Department a detailed description of their compliance program, to include, but not limited to, administrative, physical and technical safeguard measures, policies and procedures, training programs, and auditing and reporting procedures.

At least annually, or at the request of the Department, the resultant Contractor's CCO shall be required to provide to the Department a detailed report on any changes to the resultant Contractor's compliance measures, policies or procedures, the findings of recent compliance audits and details on all reported information security incidents.

During the term of the Contract, the Department will be transitioning its MMIS to a modular system consisting of multiple vendors operating an integrated system.

The ASO shall:

- 1. Cooperate with the Department and its other vendors designated to support Medicaid enterprise systems, including, but not limited to, vendors supporting the following functions: planning; program/project management; organizational change management, independent validation & verification (IV&V); systems integration; and operations.
- 2. Support the Department in listing and analyzing affected stakeholders.
- 3. Work with the Department to develop a transition plan for modular system integration as part of the MMIS CT METS project.
- 4. Identify any contractual changes the ASO believes are necessary to support transition to modular system integration.

C.2.13 Telephone Management

The resultant contractor shall provide Telephone Call Management Services in a manner that facilitates Member and provider access to information and services in an efficient, timely, convenient, and user-friendly manner. This shall include the use of both automatic voice response system (AVR) and staffed lines, the use of industry standard technology to monitor and distribute call volume and the ability to provide detailed and timely reporting for both day-to-day operational management and ongoing service quality monitoring. The current CTBHP call volume is provided in the following hyperlink, **Call Volume 2019**.

C.2.14 Access Monitoring

The resultant Contractor in collaboration with DMHAS will leverage the DMHAS/DCF bed monitoring and recruitment of new residential facilities. The Contractor will develop an assessment for outpatient, partial hospitalization program, and withdrawal management service availability and capacity throughout the state. The Contractor shall also monitor and evaluate access to all behavioral health services covered under HUSKY Health in a manner specified by the Departments, which may include, but not be limited to, analysis of access to services by geographic area and service category and shall assist the Department in compliance with all applicable federal and state requirements related to access.

C.2.15 Coordination with Home and Community Based Services Waiver and State Plan Programs

Coordination Agreements

The resultant Contractor shall develop coordination agreements with the Department of Developmental Services and the Department of Mental Health and Addiction Services with respect to the management of services for individuals participating in DDS or DMHAS administered Home and Community Based Waiver (HCBW) programs.

Other Coordination Responsibilities

The resultant Contractor shall be required to coordinate with HCBW programs administered by the Department, including the Acquired Brain Injury waiver program, the Connecticut Home Care Program for Elders (including both the waiver and state plan components of that program), the Personal Care Assistance waiver, the Money Follows the Person project, and any other HCBW waiver or home and community-based services state plan programs that may be established by the Department during the period of the contract resulting from this RFP, including any extensions. This shall include, but not be limited to, referral of Members or potential Members to these programs in order to maximize community-based care.

The resultant Contractor shall be required to track Members or potential members who could potentially benefit from waiver participation, but are not able to due to participate due to waiting list and capacity. Additional program specific coordination requirements will be determined at a later date.

Home and community-based services state plan benefits include the following benefits, which may be adjusted and/or expanded in the future:

State plan home and community-based services portion of the home care program for the elderly pursuant to section 1915(i) of the Social Security Act.

Community First Choice (CFC), which is the home and community-based attendant services and supports state plan option pursuant to section 1915(k) of the Social Security Act, is covered by Medicaid in accordance with applicable requirements. This program allows individuals to receive self-directed supports and services in their home. These services can include—but are not limited to—help preparing meals and doing household chores, and assistance with activities of daily living (bathing, dressing, transferring, etc.). Educational services are available to help members increase their independence, and learn how to manage their in-home staff.

The Contractor will have an active role in managing and monitoring CHESS in collaboration with and under the direction of the Department, which is also a state plan home and community-based services program pursuant to section 1915(i) of the Social Security Act that builds upon the state's existing non-Medicaid supportive housing program, including assisting with overall design and implementation, performing specified components of the evaluation and assessment, providing Clinical Management, and overall management and quality monitoring of CHESS providers and their performance, including engaging with Members and providers. Furthermore, the Contractor will: maintain the processes of identifying eligible CHESS participants and evaluating the efficacy of these processes; outreach and engage to individuals identified and utilize ICMs to assess individuals' eligibility for CHESS through completion of a Universal Assessment; maintain authorizations for CHESS housing providers' reimbursable activities through preand post-tenancy; and reassess Member eligibility annually.

C.2.16 Program Integrity, Including Responsibilities Related to Members' Third-Party Liability

<u>General</u>: As part of its overall functions, including, but not limited to Clinical Management and Quality Management, under the direction of the Department, the Contractor shall identify, report, and take applicable action to promote program integrity within HUSKY Health. Examples of program integrity include immediately reporting suspected fraud, overbilling, or other non-compliance with HUSKY Health requirements to the Department and fully cooperating and assisting with any investigations into HUSKY Health providers related to any such non-compliance.

<u>Specific Responsibilities Related to Third-Party Liability</u>. Under the direction of the Department, in the course of performing its overall functions, including, but not limited to Clinical Management and Quality Management, the Contractor shall assist with the identification and cost-avoidance of Members with Third-Party Liability sources. Specific responsibilities include the following:

- C.2.16.1 Eligibility Verification and Authorization Requests
- C.2.16.1. The Contractor shall for each authorization request received:
- C.2.16.1.1 Maintain a methodology to verify Member eligibility for the purpose of performing service authorization requests for Members.
- C.2.16.2. Receive requests for the authorization of medical goods and services and shall, for each authorization request received, determine whether the individual is eligible for coverage of the good or service using the most recent eligibility file supplied by the Department or its agent.
- C.2.16.3. Validate eligibility through the web-based interface with the Department's Automated Eligibility Verification System (AEVS) if the Contractor is unable to validate eligibility by accessing the file.
- C.2.16.4. If eligibility is verified the Contractor shall obtain third party coverage information pertaining to eligible Medicaid members and shall:
- C.2.16.4.1. Notify the Department within seven (7) business days of any inconsistencies between the third party information obtained by the Contractor and the information reflected in the eligibility files or AEVS.
- C.2.16.4.2. Implement one of the following applicable steps when the individual has third party coverage:
- C.2.16.4.2.1. In situations where the services requested are covered by another insurance carrier, the Contractor shall follow the appropriate protocol for determining service authorization, which is further described in the Utilization Management Section. At a minimum, the Contractor shall:
- C.2.16.4.2.1.1. Inform the provider that Medicaid is the payor of last resort, and the Contractor shall require the requestor to bill other known carriers first, before billing the Department or its designated agent,
- C.2.16.4.2.1.2. Inform the provider to submit a claim to the MMIS vendor only after the other insurance carrier(s) has processed the claim and to follow all applicable Connecticut Medical Assistance Program Provider Manual instructions.
- C.2.16.5. In situations where the Member is also Medicare eligible and authorization is sought for a service, the Contractor shall determine whether Medicare covers the requested services and take action as follows:
- C.2.16.5.1. If Medicare covers the service, the Contractor shall inform the provider that no authorization is necessary since it is a Medicare covered service. The Contractor shall inform the provider to (a) have the claim electronically crossed over from Medicare to Medicaid or (b) submit a claim to the MMIS vendor only after Medicare has processed the claim and to include the applicable Explanation of Medicare Benefits (EOMB) with the claim.
- C.2.16.5.2. If the service is not a Medicare covered service, the Contractor shall follow the appropriate protocol for determining service authorizations, which is further described in the Utilization Management Section.

C.2.16.6. The Contractor shall report, in a format and timeframe to be determined by the Department when any HUSKY B Member appears to have other insurance.

C.2.16.6.1 The Contractor shall use the Unique Client Identification Number assigned by ImpaCT (eligibility system) to identify each eligible person. ImpaCT will assign a unique identification number for all individuals covered by the contract resulting from this RFP.

C.2.16.7. The Bidder Shall:

C.2.16.7.1. Describe its method to validate eligibility and respond to provider requests including the maximum amount of time from the time of the provider's request to the response to the provider.

SECTION IV. PROPOSAL OUTLINE

A. INTRODUCTION

This section presents the required outline that must be followed when submitting a proposal in response to this RFP. Proposals must include a Table of Contents that exactly conforms with the required proposal outline (below). Proposals must include all the components listed below, in the order specified, using the prescribed lettering and numbering scheme. Incomplete or non-compliant proposals will not be evaluated.

In some response sections, the Department specifies a maximum number of pages for a response. The Department believes that this is a reasonable maximum number of pages and is intended to ensure that the response is focused on the requirements of this specific RFP. The stated maximum number of pages should not be used as a target or used to infer the relative importance of one section over another.

B. ADMINISTRATIVE REQUIREMENTS

The proposal must be organized as specified below:

The respondent must complete and submit the specified documents and forms in the same order in which they appear in this Section IV. B. Administrative Requirements.

B.1 Cover Sheet

See RFP Section I.E.2 for information.

B.2 Table of Contents

See RFP Section I.E.3 for information.

B.3 Claim of Exemption from Disclosure

See RFP Section I.D.10 for information.

B.4 Conflict of Interest - Disclosure Statement

See RFP Section I.D.11 for information.

B.5 Executive Summary

See RFP Section I.E.4 for information.

B.6 Terms and Conditions Declaration

The respondent should state that they can comply and are willing to enter into an agreement under the Terms and Conditions referenced by this RFP.

Any proposed changes to the Terms and Conditions must be specific and described here for them to be considered during contract negotiations. The State will not accept broad or open-ended statements. It should be noted that if the State determines the proposed changes to be material, it can deem a proposal to be non-compliant and therefore not evaluate it further.

B.7 Minimum Qualifications

The purpose of this subsection is to validate that the respondent meets the minimum criteria for a respondent as per Section I.F. 5. The respondent should list each requirement from Section I. F. 5 and attest their compliance or otherwise and then provide the Department with a way to verify the information, e.g., list projects with references, link to published records to confirm revenue and profitability.

B.8 References

The Respondent shall provide a list of three specific programmatic references for the Respondent and for each proposed subcontractor, if applicable. References are preferably to be provided from within the last three (3) years of professional work that are of similar scope and focus of this RFP. References shall include the organization's name, the name of a specific contact person in the organization, a summary of the services the organization provides, the mailing address, telephone number, and email address of a specific contact person. At its discretion, the Department may also check or contact any reference provided by the respondent.

B.9 Forms

- Certification Regarding Lobbying
- Nondiscrimination Certification
- Gift and Campaign Contributions (OPM Ethics Form 1)
- Consulting Agreement Affidavit (OPM Ethics Form 5)
- Affirmation of Receipt of State Ethics Laws Summary (OPM Ethics Form 6)
- Iran Form (OPM Ethics Form 7)
- Notification to Bidders/Contract Compliance Monitoring Form
- Addendum Acknowledgement(s)

An addendum acknowledgement form is included with each posted addendum.

C. PROPOSAL REQUIREMENTS

The Respondent **must** complete and submit the specified documents and forms in the same order in which they appear in this Section IV.C. Proposal Requirements.

- C.1. Organizational Requirements
- C.2. Scope of Service Requirements
- C.3. Staffing Requirements
- C.4. Subcontractors Requirements
- C.5 Work Plan
- C.6 Cost Proposal

C.1 Organizational Requirements

(Maximum Fifteen Page Limitation)

1. Administrative and Operational Capabilities

To submit a responsive proposal, <u>The Respondent shall</u> provide the following information regarding the administrative and operational capabilities of the Respondent and any subcontractor proposed to provide direct services in response to this RFP.

1.1 Purpose/Mission

- Describe the mission, vision, and values of the respondent organization and the management philosophy that will be used to successfully execute this administrative services organization management program.
- ii. Provide at least two (2) specific examples of a current corporate philosophy and how they translate into a management practice that supports and/or enhances one or more of the CT BHPs' Guiding Principles and Strategies toward the Vision as referenced in Section III.A.1 of this RFP.

1.2 Organization/Support

- i. Provide an organization chart detailing how the proposed program structure fits within the corporate structure.
- ii. Describe how the existing corporate structure will support and enhance the proposed administrative services program.

1.3 Eligibility

Identify type of entity and provide the Connecticut location or proposed Connecticut location for its business operations that is within a twenty (20) mile radius to downtown Hartford, Connecticut.

1.4 Accreditation and, QIO or QIO-like Status

Provide documentation of accreditation and designation status as follows:

- i. The resultant Contractor shall be required to hold a Health Utilization Management accreditation by URAC (formerly Utilization Review Accreditation Commission). The Respondent shall provide a copy of documentation evidencing this accreditation at the time the Respondent submits the RFP to the Department.
- ii. The resultant Contractor shall be required to be a QIO or QIO-like entity in Connecticut at the time of application or within 18 months of contract execution. The Respondent shall demonstrate the following:
 - Evidence of current QIO-like entity status in Connecticut at the time of application, or its understanding of the requirements for obtaining QIO or QIO-like designation in Connecticut within the required timeframes; and
 - A methodology for time study and cost allocation necessary to support the Department's ability to claim for federal Medicaid and CHIP administrative expenditures, including applicable enhanced federal matching funds for the professional medical review services rendered by the resultant Contractor
- iii. The resultant Contractor shall be accredited by the National Committee for Quality Assurance (NCQA) as a Managed Behavioral Health Organization. The Respondent shall provide a copy of documentation evidencing this accreditation.

1.5 Minimum Qualification

Describe how the Respondent meets the following minimum qualification of this RFP:

The Respondent shall have a minimum of three (3) consecutive years of experience managing an array of behavioral health services for individuals, both children and adults who have behavioral health needs that are financed by Medicaid, serving a combined total of a minimum of 100,000 Medicaid Members in one or more U.S. states or territories.

2. Experience – Contracts

<u>To submit a responsive proposal, the Respondent shall</u> describe its experience and success related to the requirements for the BHP ASO whether ongoing or completed, including the following information:

- 2.1 Identify all state agencies, other governmental jurisdictions (counties, cities, and/or territories), Medicaid managed care organizations, and commercial health care payers in all other states for which the Respondent has engaged in similar or related contract work for the <u>past three (3)</u> <u>years</u>;
- 2.2 Describe any current or past contract(s) where the Respondent performed similar work in the past three (3) years for those state agencies, other jurisdictions or commercial health care payers and for each contract, include the name of the customer's program officer, title, address, telephone number, and e-mail address, and the duration of the contract;
- 2.3 Include demonstrating experience providing ASO or similar services for the <u>three (3) most recent</u> <u>years</u> that your agency provided such services. This shall include at a minimum the following data elements:
 - i. Years for which services were delivered;
 - ii. Number of clients served;
 - iii. States/Territories/Counties/Cities/Towns served:
 - iv. Funding source(s);
 - v. Cost of services; and
 - vi. Demonstrated experience to provide appropriate cultural/linguistic services that meet the needs of the population.

3. Governance - Disclosure

To submit a responsive proposal, the Respondent shall provide the following information:

- 3.1 The name and percentage of time allocated to this resultant contract for each member of the leadership team;
- 3.2. A complete description of any and all related party relationships and transactions. Fully disclose its anticipated payments to a related party. (Such payments are non-allowable unless the Respondent provides sufficient data to satisfy the Departments that the costs are necessary and reasonable);
- 3.3 An overview of how organization policies and procedures are reviewed and updated by the Respondent, whenever there are federal and state regulation changes and/or operational changes, or as requested by the Departments; and

4 Ownership - Disclosure

<u>To submit a responsive proposal, the Respondent shall</u> provide a description of the relationship with other entities including:

- 4.1 Whether the Respondent is an independent entity or a subsidiary or division of another company or business entity (if the Respondent is not an independent entity, Respondent shall describe the organization linkages and the degree of integration/ collaboration between the organizations including any roles of the organizations' principals); and
- 4.2 A description of the relationship of any parent company or entity when the Respondent is an affiliate of another organization.

5. Audit Compliance

<u>To submit a responsive proposal</u>, *the Respondent shall* describe the Respondent's success with contract compliance requirements during the past three (3) years.

- 5.1 Identify any deficiencies in program audits and, if applicable, detail what steps the organization has taken to address any recommendations.
- 5.2 List all sanctions, fines, penalties or letters of noncompliance issued against the Respondent by any funding source (public and/or private).
- 5.3 Describe the circumstances leading to the sanction, fine, penalty or letter of noncompliance and the corrective action or resolution to the sanction, fine, penalty or letter of noncompliance. If no sanctions, fines, penalties or letters of noncompliance were issued, a statement that attests that no sanction, fine, penalty or compliance action has been imposed on the Respondent within the past three (3) years shall be submitted.

C.2 Scope of Service Requirements (Maximum Forty Page Limitation)

<u>General</u> - A responsive proposal shall demonstrate understanding of the role and function of the Behavioral Health Partnership (BHP) Administrative Services Organization (ASO). The Respondent shall detail how <u>it or proposed subcontractor(s)</u> will define and perform each required task or deliverable requirements identified in Section III.B - Section III.C of the RFP.

The Department does not want a rewrite of the RFP scope requirements, since such a proposal would show a lack of understanding of the programs and an inability to provide appropriate levels of support and guidance for the implementation of this type of project.

1. Utilization Management

- a. Provide a UM Program description that includes flow diagrams, policies and procedures, clinical and supporting elements collected from providers in order to render a decision regarding authorization, concurrent reviews, and any other UM components such as outlier management. Provide selected screen shots of the UM Program that demonstrate the use of clinical criteria to support authorization decisions for an Inpatient level of care.
- b. Describe how the Respondent will customize the UM Program for the core clinical Level of Care Guidelines as referenced above.
- c. Describe how the Respondent will coordinate care with out-of-state facilities, existing Administrative Service Organizations and Emergency Mobile Psychiatric Services.

- d. Describe how the Respondent's UM Program will define and identify high-performing providers based on Member outcomes and how the administrative burden to these providers may be decreased.
- e. Describe how the Respondent's UM Program could be used to develop or sustain a value-based reimbursement strategy with Behavioral Health Providers, including, but not limited to, outpatient services.
- f. Describe how the Respondent's UM Program identifies, through objective measures, covered services that may need unique UM strategies (i.e., Home Health, Emergency Departments, Inpatient Psychiatric or Detoxification). Describe the strategies implemented that improved outcomes and/or efficiencies.
- g. Describe how the Respondent's UM program identifies facilities that may need unique UM strategies to improve performance related to Member outcomes.
- h. Describe the method by which real-time data regarding admissions, transfers, and discharges of Members from ED/inpatient units are received and used to improve outcomes.
- i. Other than claims data, provide at least two (2) examples of how the Respondent is able to measure whether the health care quality and quality of life of children and adults are improving (e.g. improvement in functioning, longer stabilization within community, fewer hospitalizations, fewer ED visits).
- j. Describe the existing method by which Members are assisted to keep follow-up appointments post-ED/hospital discharge.
- k. Provide a current or proposed UM strategy to support the Departments' goal to authorize services to the nearest appropriate provider.
- I. Describe how the Respondent's UM program will develop procedures for identifying and documenting aberrant practices and applying and monitoring interventions for those practices.
- m. Describe how the Respondent audits staff for compliance with medical necessity determinations.
- n. Provide two (2) specific examples of a current UM practice that supports and/or enhances one or more of the CT BHP's Guiding Principles and Strategies towards the Vision, as referenced in Section III.A.1 of this RFP.

2. Intensive Care Management (ICM)

- a. Describe the proposed ICM Program Plan, including a program description, policies, procedures, workflows, and qualifying criteria for children, adolescents, transitioning youth and adults.
- b. Describe how the Respondent's ICM program works collaboratively with providers and other ASOs (or comparable organizations) to improve Member outcomes.
- c. Describe how the Respondents will coordinate a co-management ICM Program with the medical ASO (or comparable organizations).
- d. Describe current use of predictive modeling strategies and risk stratification to identify and prioritize individuals in need of ICM services. Provide relevant supporting documents such as screen shots and reports.
- e. Describe how ICM services would be customized for two (2) of the following special populations with unique complexities, including, but not limited to, youth involved with the child welfare system, individuals involved in the juvenile or criminal justice systems, frequent users of Emergency

Department and hospital inpatient services, individuals with Autism Spectrum Disorders (ASD), children with Serious Emotional Disturbance (SED), individuals who have experienced trauma, individuals with chronic medical conditions and youth transitioning to the adult system. Provide examples addressing one (1) adult-specific population and one (1) child-specific population.

- f. Provide at least one child example and one adult example from previous or current ICM programs that improved health outcomes, how health disparities were identified and addressed, reduced total cost of care and/or reduced use of restrictive settings.
- g. Provide at least two (2) specific examples of a current ICM practice that supports and/or enhances one or more of the CT BHP's Guiding Principles and Strategies towards the Vision, as referenced in Section III.A.1 of this RFP.

3. Quality Management

The resultant Contractor will be required to submit a QM program plan for the Departments to review and approve by a date to be determined.

- a. Propose a QM Program Plan outline based on previous experience including process for annual program evaluation.
- b. Propose a sample quality measure set for children and adults based on previous experience, including behavioral health specific measures and other quality measures applicable to individuals with behavioral health conditions. Include the plan for measuring, evaluating, and improving associated outcomes.
- c. Describe how the Respondent will solve the challenges associated with collecting Member satisfaction information related to behavioral health services, including utilization of successful technological solutions.
- d. Provide examples of how the respondent has worked with providers to improve clinical outcomes by incorporating evidence-based practice.
- e. Provide examples of how providers are currently incentivized to provide services based upon quality measures or proposed provider incentives for quality measures for at least three levels of care, of which at least one needs to be outpatient, including experience with one or more value-based payment systems that incorporate incentives for providers to improve the quality of their performance.
- f. Provide examples of how data is used to identify geographic areas that may require the ASO to implement targeted strategies based on outcomes or utilization (e.g., highest expenditures by geographic area, highest utilization of ED/hospital by geographic area, lowest PCP utilization by geographic area, lowest rate of ambulatory follow up by geographic area).
- g. Describe the Respondent's response and review of critical incidents.
- h. Using at least three variables (two of those variables need to be race and ethnicity) related to social determinants of health, the respondent will demonstrate a process for incorporating these variables into a reporting structure that measures health outcomes.
- i. Provide at least two (2) specific examples of a current QM practice that supports and/or enhances one or more of the Partnership's Guiding Principles and Strategies towards the Vision, as

referenced in Section III.A.1 of this RFP. One of the two specific examples of a current QM practice must include a health equity improvement project.

4. Member Services

To submit a responsive proposal, the Respondent shall:

- a. Describe creative and effective outreach strategies for engaging Members.
- b. Describe the type of Member inquiries anticipated and provide a plan for addressing Member inquiries, including grievances and crisis calls.
- c. Describe the survey method used to determine Member experience with the ASO and/or providers, including non-traditional methods such as texting or online surveys.
- d. Describe how technology would be used to educate and seek feedback from Members.
- e. Describe any healthcare portal the Respondent maintains that allows Member secure access to their health care information (e.g. plans of care, pharmacy history, etc.).
- f. Provide an example of how Members have been or are currently involved in an advisory capacity to inform ASO operations and/or policy.
- g. Include examples of Member services material from current or recent public sector behavioral health contracts, including, but not limited to staff training material, Member brochures, Member handbook, orientation package, welcome package, frequently asked questions and how Members were involved in developing such material or protocols as well as Member call center data collection and reports.
- h. Provide at least two (2) specific examples of a current Member services practice that supports and/or enhances one or more of the CT BHP's Guiding Principles and Strategies towards the Vision, as referenced in Section III.A.1 of this RFP.

5. Provider Relations

- a. Propose a plan for effective communication between Respondent and providers in reference to: notification, training, orientation, complaint resolution and routine communication or special notifications, etc.
- b. Describe how best to utilize the provider network in contributing to service system design and improvement.
- c. Provide evidence of how utilization management, quality management and reporting has been used to develop, implement or manage a value-based payment model for outpatient behavioral health services.
- d. Provide examples of trainings, workshops, or conferences developed and executed.
- e. Propose a plan for assisting providers who require technical assistance related to authorization or registration.

- f. Propose a plan for documenting and responding to provider grievances related to ASO services excluding authorization decisions.
- g. Propose a plan for the recruitment and retention of providers to address network deficiencies. Propose a plan to monitor access and capacity of the network to identify underserved areas or services. Special attention should be paid to network adequacy for delivering specialized services (e.g., eating disorders, trauma responsive treatment, and autism spectrum disorders).
- h. Provide examples of communication materials that have been disseminated, including but not limited to: provider handbooks, web-based solutions and/or provider alerts.
- i. Describe the provider portal that is used by the Respondent that allows secure access to healthcare information for those Members that are attributed to the applicable provide
- j. Provide an example of a network adequacy report, including geo-mapping by provider type and specialty.
- k. Provide at least two (2) specific examples of a provider relations practice that supports and/or enhances one or more of the CT BHP's Guiding Principles and Strategies towards the Vision as referenced in Section III.A.1 of this RFP.

6. Health Equity

To submit a responsive proposal, the Respondent shall:

Submit a disparity impact statement. This statement must include:

- a. The proposed number of individuals to be reached by subpopulation in the service area (Example subpopulation categories include race/ethnicity, gender identity, and sexual orientation.)
- b. A plan for how the Respondent will use data to monitor disparities and implement strategies to improve access, service use, and outcomes.
- c. Describe the details of how a health equity project was developed, implemented and managed for a Medicaid population and the outcomes or impact of the project on the intended priority population.

7. Integration of Medical and Behavioral Health Care

- Describe a current innovative approach to integrating care that has improved outcomes for Members, including practices that promote coordination and communication strategies with other ASOs.
- b. Describe validated quality measures currently in use that track physical and behavioral health.
- c. Describe any subsequent interventions developed and their outcomes as a result of the above-referenced validated quality measures.
- d. Describe current practices for coordinating care with other entities, such as medical managed care organizations or medical administrative services organizations.

e. Provide at least two (2) specific examples of an integrated care practice that supports and/or enhances one or more of the CTBHP's Guiding Principles and Strategies towards the Vision, as referenced in Section III.A.1 of this RFP.

8. Information System

The resultant Contractor will provide a Disaster Recovery and Business Continuity Plan to the Departments to review and approve by a date to be determined.

- a. Describe the IS' capability to accommodate all operational and reporting functions required in this RFP.
- b. Describe the process to customize aspects of UM, data reporting, Member relations, and provider relations to meet the unique needs of the BHP. Describe limitations in time or cost to customizing components to the IT platform.
- c. Describe the Respondent's ability to adapt its information technology systems to the needs of this contract, including but not limited to its ability to exchange data electronically, configure its data exchange mechanisms to be fully compatible with the Department's MMIS, as well as the systems used by the Department's other health care contractors. The following bullets should be considered in the response.
- d. Method to upload the eligibility file and identify and correct errors in the upload process.
- e. Method to verify eligibility and respond to Member or provider requests regarding eligibility status, including the maximum amount of time from the time of the request to the response to the Member or provider.
- f. Proposed plan to assemble a single comprehensive eligibility database.
- g. Proposed process to verify eligibility of individuals who are not listed in the weekly eligibility file at the time of their service request.
- h. Proposed plan to submit daily Prior Authorization (PA) Transaction batch file of all authorized services to the MMIS contractor. The batch file layout will be in a format specified by the Department.
- Proposed plan to accept and process a Daily error file from the MMIS contractor in response to the PA transaction file received from the Contractor.
- j. Proposed plan to accept and process a 'units used' file from the MMIS contractor, after each financial cycle, typically on a bi-monthly basis. The units used file will be allow the contractor to retain a complete record in its care management system of units used against total units authorized.
- k. Proposed plan to transfer the PA Transaction file from the Contractor and the Daily Error file and Units Used file to the Contractor from the Department's MMIS contractor electronically via File Transfer Protocol (FTP) or other mutually agreeable and secure means of transmission.
- I. Proposed plan to assemble a single comprehensive provider file.
- m. Describe how the IS will share data throughout the solution using a commercially available, widely used, integrated database and architecture.

- n. Describe how the IS uses a data model that includes the appropriate constraints and data base rules in order to safeguard the data base from data integrity problems. Additionally, describe how standard data processing techniques (commit / rollback) will be used to ensure data integrity in updating procedures.
- o. Describe how the IS will follow an n-tier architecture pattern with distinct tiers;
 - A tier for the business logic
 - A middleware tier
 - A data access tier (or back end data base)
- p. Describe how your IS will meet all state and federal data security and privacy requirements, including but not limited to HIPAA and HITECH, 42 C.F.R. Part 2, Medicaid confidentiality regulations (42 C.F.R. 431.300), HIV and AIDS confidentiality laws (Conn. Gen. Stat. 19a-583 and 19a-585), and mental health confidentiality laws (Conn. Gen. Stat. 52-146e). Include a description of all data governance processes, including roles, permissions, access controls.
- q. Describe the Respondents' provider and Member portals, including the interface to eligibility data, any interface with other information systems and/or databases, data refresh frequency and end-user required hardware/software.
- r. Provide third party certification validating that the Respondent's information system is capable to handle PHI data classification.

9. Data Analytics and Reporting

- a. Describe in detail how the Respondents' health data analytics solution can use the Department's MMIS claims data as well as data provided by the Departments for conducting health data analytics and any proposed resolution to the identified issues.
- b. Describe the Respondent's experience implementing data sharing agreements in order to develop integrating data sets from unique sources. Describe outcomes achieved through the use of the integrated data set.
- c. Describe the Respondent's experience with accepting Electronic Health Record downloads.
- d. Provide examples of reports that best demonstrate current data analytic capabilities, including predictive analytics that resulted in improved outcomes, health equity, and/or reduced cost.
- e. Provide examples of current interventions that have been undertaken based upon data reporting that resulted in improved outcomes, health equity and/or reduced cost.
- f. Provide examples and/or screen shots of provider performance report cards or dashboards that contain variables that are user interactive.
- g. Provide at least two (2) specific examples of a report, separate from required reports as referenced in the following hyperlink, Reporting Matrix, that supports and/or enhances one or more of the Partnership's Guiding Principles and Strategies towards the Vision, as referenced in Section III.A.1 of this RFP.

10. Data and Disaster Recovery Plan – Parameters and Expectations

To submit a responsive proposal, the Respondent shall:

- a. Describe how it will meet the data backup and data storage requirements.
- b. Describe how it will meet the data restoration requirements.
- c. Describe the process and frequency of how data integrity will be evaluated/verified.
- d. Agree that the recovery site will be at least as secure as the primary processing site.
- e. Describe its Disaster Recovery Plan (DRP) and provide a detailed description of all processes.
- f. Describe the type of recovery site maintained.
- g. Describe how the DRP is tested and how often it is tested.
- h. Define the position of who is in charge of the DRP and provide a description of all of the roles of people involved.
- i. Provide a copy of its Disaster Recovery Plan (DRP) upon request.
- j. Describe how the ASO will work with an integrated modular system with other vendors to ensure continuity of operations.
- k. Provide a proposed Service Level Agreement for data recovery which, among other items, will include the proposed recovery time until normal production has fully resumed; and
- I. Describe how it plans to meet all HIPAA Security, Privacy and Breach Notification requirements including training for privacy, security and confidentiality.

11. Modular Medicaid Enterprise System (CT METS)

- a. Describe the architecture of its current IT and operational systems.
- b. Provide documentation of current IT assets (including any cloud-based services) and data, including any contracts for such services.
- c. Describe its approach to transition from current IT systems to modular solutions developed for the Medicaid enterprise, the approach must at minimum address the following elements:
 - 1. identification of risks and possible mitigations or other response strategy to minimize adverse impacts.
 - 2. strategy to maximize operational alignment with MITA-defined business processes.
 - 3. strategy for use of common solutions to support business processes.
 - 4. strategy for aligning with and conforming to applicable CMS and Medicaid enterprise-standards, including applicable security and architectural standards; and

5. the alignment with the proposed Information Services budget.

12. Telephone Management

To submit a responsive proposal, the Respondent shall:

- a. Describe the Respondent's system for Telephone Call Management Services including provisions for crisis calls, after-hour calls, inclement weather, Disaster Recovery, overflow management, TTY access, language line, and warm transfer ability.
- b. Describe how the Respondent has used innovative technological approaches to enhance Telephone Call Management Services.
- c. Provide examples of Call Management reports that include performance measurement and evaluation on key metrics.
- d. Provide at least two (2) specific examples of a telephone call management practice that supports and/or enhances one or more of the Partnership's Guiding Principles and Strategies towards the Vision, as referenced in Section III.A.1 of this RFP.

C.3 Staffing Requirements (Maximum Fifteen Page Limitation)

The Departments recognize that the success of this project relies heavily on the quality of staff selected by the resultant Contractor. It is expected that the resultant Contractor will employ a diverse and culturally and linguistically competent workforce, including those with lived experience. The Departments will take an active role in the hiring of Executive and Senior Leadership within the Connecticut Service Center.

1. Management/Staffing Requirements:

- a. Describe a management plan for the project that includes, at a minimum, identification of Executive and Senior Leadership positions; their responsibilities, and lines of authority including the number and type of personnel to be supervised by each Executive and Senior leader. The Respondent shall identify at a minimum the proposed position requirements that are found in the following hyperlink, Staffing Requirements Grid.
- b. Job Descriptions/Resumes. Provide proposed personnel job descriptions and/or resumes for Executive and Senior Leadership positions indicating contract-related experience, credentials, education and training, and work experience.
- Organizational Chart. Provide a proposed organizational chart for the Connecticut Service Center.
- d. Staffing Plan. If the positions identified by the Respondent are not currently established or filled. To submit a responsive proposal, the Respondent shall provide a detailed description and timeline of the steps to be taken by the Respondent to establish and fill the positions before the resultant contract start date.
- e. Staff Training. Provide a staff training plan that will be used to consistently and continuously educate and train staff specific to their role within the Connecticut Service Center.

f. Peer Staffing. Describe the plan to incorporate persons who are responsive to individual's cultural and linguistic needs and with lived experience in both the child and adult systems into the staffing pattern of the proposed Connecticut Service Center.

C.4 Subcontractor Requirements (Maximum Five Page Limitation per Subcontractor)

Each subcontractor organization that will be performing any of the activities required by this RFP shall be identified in this section of the proposal. All proposed subcontractors and all subcontracts are subject to the Departments' prior approval.

To submit a responsive proposal, *the Respondent shall* include the following information about each proposed subcontractor:

- a. A <u>Subcontractor-Profile BHP</u> for each proposed subcontractor, which is embedded in this section as a hyperlink.
- b. A sample subcontract agreement must be submitted by each respondent. Selected Respondents shall be required to submit a copy of a written agreement with each subcontractor prior to contract execution.
- c. A letter of commitment from each proposed subcontractor indicating willingness to provide the proposed services throughout the entire contract period must be submitted <u>.</u> Each letter shall be signed by an authorized official of the proposed subcontractor.
- d. The following hyperlink is provided as an informational tool of the Subcontracting Provisions.

The use of Sub-Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Con tractor shall make available copies of all subcontracts to the Partnership upon request.

C.5 Start-up Implementation Work Plan (Maximum Ten Page Limitation)

The Department is committed to a smooth implementation of contracted services by the resultant Contractor. In an effort to assure continuity and quality of services to Members and minimal disruption to provider business practices.

<u>To submit a responsive proposal, the Respondent shall</u> include a comprehensive six months work plan for the startup/transition period. (see <u>sample work plan format</u> inserted hereto as a hyperlink).

The Respondent Work Plan shall specify established timelines and must include the following.

- i. Plan for Securing Physical Space.(Please note, this activity must begin within 30 days of receiving notification of right to negotiate a contract).
- ii. The following plans and documents must be submitted to the Department for prior review and approval:
 - Utilization Management Program Plan submission date no later than October 1, 2021
 - Intensive Care Management Program Plan submission date no later than November 1, 2021
 - Quality Management Program Plan submission date no later than December 1, 2021
 - Disaster Recovery Plan submission date no later than January 15, 2022
 - Readiness Review Document submission date no later than February 1, 2022
- iii. Submit plan for Authorizations for outpatient services.

C.6 COST PROPOSAL (No Page Limitation)

A responsive proposal must include the following information about the Respondent's fiscal stability, accounting and financial reporting systems, and relevant business practices.

All proposed costs are subject to the standards developed by the State Office of Policy and Management for determining the cost of contracts, grants, and other agreements with organizations that receive funding from the State. Be advised that the cost proposal is subject to revision prior to contract execution in order to ensure compliance with the OPM cost standards. More information about the cost standards is available on OPM's web site: Cost Standards.

No cost information or other financial information may be included in any other portion of the proposal. Any proposal that fails to adhere to this requirement may be disqualified as non-responsive. Each proposal must include cost information and other financial information in the following order:

a. Audited Financial Statements

To submit a responsive proposal, the Respondent shall provide two (2) most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (GAAP). The copies shall include all applicable financial statements, auditor's reports, management letters, and any corresponding reissued components. The Department reserves the right to reject the proposal of any Respondent that is not financially viable based on the assessment of the annual financial statements.

b. Financial Capacity

Describe the Respondent's financial capacity to properly isolate contract-related income and expenditures. Discuss the internal controls used to ensure that a thorough record of expenditures can be provided for purposes of an audit.

- c. **Budget** To submit a responsive proposal, the Respondent shall provide:
 - 1. A transition/Startup Budget, if applicable;
 - 2. An annual operational budget; and
 - 3. A detailed salary, wage and fringe benefit form. Please refer to the Staffing Requirements Grid, embedded as a hyperlink, for the minimum staffing requirements for the Connecticut Service Center.

The Respondent shall provide the budget using the <u>CT Behavioral Health Budget Template</u> and <u>Budget Requirements Instructions</u>, embedded hereto as hyperlinks.

The budget form shall include line items for all expenses to be incurred through the delivery of services. A copy of the Budget Requirements Instructions and Budget Form are incorporated below. The Respondent's total corporate allocation costs shall not exceed 10 percent of the total funding request per contract year and the total anticipated contract period. In addition, the resultant Contractor's total corporate allocation costs shall not exceed ten percent (10%) of the quarterly expenditures reported. The total funding request for the Startup/Transition period and each contract year shall include 5 percent (5%) profit, which will be held until earned through meeting the requirements of the agreed upon performance targets.

d. <u>Budget Narrative</u> To submit a responsive proposal, *the Respondent shall* describe how the funds shall be spent. The narrative shall detail each line-item budget including, but not limited to, a brief

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explanation of each staff position, the number of hours worked, and hourly rates.

Note: If subcontractors are used, provide the above narratives for each subcontractor.